

MASTER CONVEYANCE

This Master Conveyance (this "Conveyance") is executed effective as of 12:05 a.m., Anchorage Alaska local time, on November 1, 2006 (hereinafter called the "*Effective Date*"), and is by and between Forest Alaska Holding LLC, a Delaware Limited Liability Company ("Assignor"), whose mailing address is 707 Seventeenth Street, Suite 3600, Denver, Colorado 80202, and Forest Alaska Operating LLC, a Delaware Limited Liability Company ("Assignee"), whose mailing address is 707 Seventeenth Street, Suite 3600, Denver, Colorado 80202.

ARTICLE I GRANTING AND HABENDUM CLAUSES

For good and valuable consideration, the receipt and sufficiency of which Assignor hereby acknowledges, Assignor has GRANTED, ASSIGNED, TRANSFERRED and CONVEYED, and does hereby GRANT, ASSIGN, TRANSFER and CONVEY to Assignee the following properties and interests (collectively, the "Assets"), on the Effective Date, all of the right, title and interest owned by Assignor in and to:

1.1 (i) the oil, gas and mineral leases described on Exhibit A-1 attached hereto and made a part hereof for all purposes (and any extensions, renewals, ratifications or amendments to such interests whether or not such extensions, renewals, ratifications or amendments are described on such Exhibit), including without limitation the overriding royalty interests and reversionary interests described on Exhibit A-1 and all other mineral rights, leasehold estates and other mineral interests and estates in and to such oil, gas and mineral leases and the other assets described on Exhibit A-1 (collectively, the "*Properties*," or singularly, a "*Property*");

1.2 all real or immovable property and rights incident to the Properties, including without limitation (i) all rights with respect to the use and occupation of the surface of and the subsurface depths under the Properties; (ii) all rights with respect to any pooled, communitized or unitized acreage by virtue of any Property being a part thereof, including all production from such pool or unit allocated to any such Property; (iii) all easements, rights-of-way, surface leases, servitudes, permits, licenses, franchises and other estates or similar rights and privileges to the extent related to or used in connection with the Properties, including, but not limited to, those set forth on Exhibits A-2, A-3 and A-4 attached hereto and made a part hereof for all purposes (collectively, the "*Easements*"); and (iv) all wells, platforms and other facilities, including without limitation the wells and platforms identified on Exhibit B-1 attached hereto and made a part hereof for all purposes (the "*Platforms and Wells*") and the equipment identified on Exhibit B-2 attached hereto and made a part hereof for all purposes (the "*Rolling Equipment*");

1.3 all oil, gas and other hydrocarbons produced from or attributable to the Properties (the "*Hydrocarbons*");

1.4 all personal or movable property, fixtures, inventory, rolling equipment, and improvements located on or used in connection with the operation of the Properties and the Easements, or with the production, treatment, sale, or disposal of the Hydrocarbons and byproducts or waste produced from the Hydrocarbons or attributable thereto, including all wells (whether producing, shut in or abandoned, and whether for production, injection or disposal), wellhead equipment, pumps, pumping units, flowlines, gathering systems, interests in processing plants, platforms, pipelines, piping, tanks, buildings, boat docks, treatment facilities, injection facilities, disposal facilities, compression facilities, spare parts, tools, production units, heaters, separators, dehydrators, tank batteries, abandoned property, all surplus materials, stocks and inventory, including without limitation surplus materials, stock and inventory located at shore base docks and yards, and all other materials, supplies, equipment, facilities and machinery;

1.5 all of Assignor's right, title and interest in and to the service, purchase and sale, marketing, equipment, drilling, gathering, processing, transportation, operating and all other contracts, software licenses and other intellectual property licenses and agreements, and other instruments directly related to or used in connection with the Properties, including without limitation, those listed on Exhibit C attached hereto and made a part hereof for all purposes (collectively, the "*Contracts*"); provided that nothing herein shall be deemed to require the transfer or assumption of any Contracts which by their terms or operation of law cannot be transferred or assumed and, with respect to any computer software and other intellectual property licenses that Assignor currently uses in connection with its other operations, or in connection with its company-wide accounting, tax, financial reporting, risk management, and human resources functions, Assignor shall not be obligated to transfer such software or licenses to the extent such transfer would adversely affect Assignor's ability to continue to use such software for Assignor's any such other purposes;

1.6 all of Assignor's right, title and interest in and to Assignor's receivables, inventory, payables, proceeds, expenses, and other accounts, obligations, benefits, rights, and duties to the extent related to or used in connection with the Properties and Hydrocarbons, but excluding any hedges, swaps, collars or similar financial instruments or agreements; and

1.7 any and all books, records, files, muniments of title, reports, state and MMS compliance information, reports and other filings and submissions, logs, core samples, geological, engineering data and information (including blueprints, maps, annotated logs, cross sections, data room materials and diagrams) and, analysis and similar information, whether or not of a proprietary nature to the extent related to the Properties and to the extent not subject to third party consents or restrictions on transfer (collectively, the "*Records*"); provided, that as to any Records which are subject to such third party consents or transfer restrictions, Assignor agrees to provide Assignee assistance as set forth below, in obtaining such consents or satisfying such transfer requirements.

The fact that some types of properties or interests are included in more than one of the foregoing clauses 1.1 through 1.7 above or are included in any supplemental assignment between the parties is not intended in any way to limit the effect of the more general descriptions nor to create multiple conveyances of the same item of property.

All of Assignor's interest in the Cook Inlet Pipeline Company and in the assets and properties of Cook Inlet Pipeline Company is specifically excluded from this Master Conveyance.

TO HAVE AND TO HOLD the Assets, together with all and singular the rights, privileges, contracts and appurtenances, in any way appertaining or belonging thereto, unto Assignee and to its successors and assigns, forever, subject to the terms and conditions hereof.

ARTICLE II DISCLAIMERS

2.1 Disclaimer. The Assets are hereby assigned by Assignor to Assignee without recourse, covenant or warranty of title of any kind, express, implied or statutory, except as to title claims to the Properties arising by, through and under Assignor, but not otherwise. Any covenants or warranties implied by statute or law by the use herein of the words "grant," "convey" or other similar words are hereby expressly limited as above set forth. WITHOUT LIMITING THE GENERALITY OF THE TWO PRECEDING SENTENCES, ASSIGNEE ACKNOWLEDGES THAT ASSIGNOR HAS NOT MADE, AND ASSIGNOR HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND ASSIGNEE HEREBY EXPRESSLY WAIVES, ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE, RELATING TO (a) PRODUCTION RATES, RECOMPLETION OPPORTUNITIES, DECLINE RATES, OR THE QUALITY, QUANTITY OR VOLUME OF THE RESERVES OF HYDROCARBONS, IF ANY, ATTRIBUTABLE TO THE ASSETS, (b) THE ACCURACY, COMPLETENESS OR MATERIALITY OF ANY INFORMATION, DATA OR OTHER MATERIALS (WRITTEN OR ORAL) NOW, HERETOFORE OR HEREAFTER FURNISHED TO ASSIGNEE BY OR ON BEHALF OF ASSIGNOR, OR (c) THE ENVIRONMENTAL CONDITION OF THE ASSETS. ASSIGNOR EXPRESSLY DISCLAIMS AND NEGATES, AND ASSIGNEE HEREBY WAIVES, AS TO PERSONAL PROPERTY, EQUIPMENT, INVENTORY, MACHINERY AND FIXTURES CONSTITUTING A PART OF THE ASSETS (i) ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, (ii) ANY IMPLIED OR EXPRESS WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (iii) ANY IMPLIED OR EXPRESS WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS, (iv) ANY IMPLIED OR EXPRESS WARRANTY OF FREEDOM FROM DEFECTS, WHETHER KNOWN OR UNKNOWN, (v) ANY AND ALL IMPLIED WARRANTIES EXISTING UNDER APPLICABLE LAW, AND (vi) ANY IMPLIED OR EXPRESS WARRANTY REGARDING ENVIRONMENTAL LAWS, THE RELEASE OF MATERIALS INTO THE ENVIRONMENT, OR PROTECTION OF THE ENVIRONMENT OR HEALTH, IT BEING THE EXPRESS INTENTION OF ASSIGNEE AND ASSIGNOR THAT THE PERSONAL PROPERTY, EQUIPMENT, INVENTORY, MACHINERY AND FIXTURES INCLUDED IN THE ASSETS SHALL BE CONVEYED TO ASSIGNEE, AND ASSIGNEE SHALL ACCEPT SAME, AS IS, WHERE IS, WITH ALL FAULTS AND IN THEIR PRESENT CONDITION AND STATE OF REPAIR AND ASSIGNEE REPRESENTS TO ASSIGNOR THAT ASSIGNEE HAS MADE OR CAUSED TO BE MADE SUCH INSPECTIONS WITH RESPECT TO SUCH PERSONAL PROPERTY, EQUIPMENT, INVENTORY, MACHINERY AND FIXTURES AS ASSIGNEE DEEMS APPROPRIATE. ASSIGNOR AND ASSIGNEE AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN

WARRANTIES CONTAINED IN THIS SECTION ARE "*CONSPICUOUS*" DISCLAIMERS FOR THE PURPOSES OF ANY APPLICABLE LAW, RULE OR ORDER.

2.2 Subrogation. Assignor hereby transfers and assigns unto Assignee, its successors and assigns, all of its rights under and by virtue of all covenants and warranties pertaining to the Assets, express or implied (including, without limitation, title warranties and manufacturers', suppliers' and contractors' warranties), that have heretofore been made by any of Assignor's predecessors in title, or by any third party manufacturers, suppliers and contractors (the "Prior Covenants and Warranties"). This Conveyance is made with full substitution and subrogation of Assignee, its successors and assigns, in and to and under and by virtue of the Prior Covenants and Warranties and with full subrogation to all rights accruing under the statutes of limitation, prescription and repose under the laws of the applicable jurisdictions in relation to the Assets and all causes of action, rights of action or warranty of Assignor against all former owners of the Assets. Assignor makes no representation, warranty or guarantee regarding the existence, extent or validity of any such covenants, warranties or subrogation rights.

ARTICLE III MISCELLANEOUS

3.1 Further Assurances.

(a) Assignor has executed and/or will execute separate assignments of individual oil, gas and mineral leases or interests therein that are included in the Assets for filing with certain governmental entities or agencies. In addition to such assignments (without creating any additional covenants, warranties or representations of or by Assignor), Assignor covenants and agrees to execute and deliver to Assignee all such other and additional assignments, instruments and other documents and to do all such other acts and things as may be necessary more fully to vest in Assignee record title to all of the Assets and the respective properties, rights and interests herein and hereby granted or intended to be granted, and to put Assignee in actual possession of all of the Assets to the same extent as Assignor was theretofore in, or was theretofore entitled to be in. Such separate or additional assignments: (i) shall not modify any of the terms and covenants herein set forth and shall not create any additional warranties, representations or covenants of or by Assignor to Assignee; (ii) shall be deemed to contain all of the terms and provisions hereof, as fully and to all intents and purposes as though the same were set forth at length in the separate assignments; and (iii) to the extent required by law, shall be on forms prescribed, or may otherwise be on forms suggested, by the appropriate governmental entities and agencies. In the event any term or provision of any separate or additional assignment should be inconsistent with or conflict with the terms or provisions of this Conveyance, the terms and provisions of this Conveyance shall control and shall govern the rights, obligations and interests of the parties hereto, their successors and assigns. Such separate assignments and this Conveyance shall, when taken together, be deemed to constitute the one assignment by Assignor to Assignee of all of the Assets.

(b) Assignor and Assignee agree to prepare and file with the appropriate licensing and permitting authorities applications for the transfer or issuance, as may be necessary or advisable in connection with the transfer of the Assets, of all material governmental licenses and permits required for the Assignor and Assignee to operate their respective businesses after the

Effective Date and Assignor and Assignee agree to cooperate and use commercially reasonable efforts to secure the transfer or issuance of any such licenses and permits.

(c) Assignor serves as operator of certain Properties. From time to time, Assignor and Assignee may agree to appoint Assignee to succeed Assignor as operator of all or any portion of such Properties and both parties agree to cooperate to make all filings and give notice to and obtain consents from all third parties that may reasonably be required to cause Assignee to succeed Assignor as operator of any of the Properties (both of record and under contractual arrangements).

(d) Assignor and Assignee agree to provide the other party with such cooperation and information as may be reasonably requested by the other in connection with the preparation or filing of any governmental report or filing, or in conducting any governmental proceeding ongoing as of the Effective Date, relating to the Assets or the business of Assignor prior to, on or after the Effective Date.

(e) Assignor and Assignee agree to use their commercially reasonable efforts to cause the Assets to remain subject to the liens and encumbrances and mortgages on Assignor's assets under its amended and restated credit facility (the "Credit Facility") dated September 28, 2004 among Assignor and JP Morgan Chase Bank and the other agents and lenders party thereto and Assignee agrees to execute and deliver a Subsidiary Guaranty (as defined in the Credit Facility) as may be requested by Assignor in exchange for good and valuable consideration the receipt of which is hereby acknowledged; provided that Assignor, in its sole discretion, may elect to terminate or release the liens and encumbrances on the Assets or substitute its own assets for all or any portion of the Assets subject to the liens and encumbrances granted in favor of the lenders under the Credit Facility. Further, without the prior consent of Assignee, from and after the Effective Date, Assignor shall not renew or extend the term of the Credit Facility unless the liens and encumbrances on the Assets under the Credit Facility are thereupon terminated.

3.2 Approval. The assignment and conveyance of the Assets set forth herein, insofar as it affects any interest in leases or pipeline rights-of-way or other Assets the transfer of which must be approved by any governmental entity or agency, is made and accepted subject to the approval of the appropriate governmental entity or agency and to the terms of such approval, if and to the extent required by law.

3.3 Assumption. Assignee expressly assumes all of Assignor's obligations relating to the Assets, including, without limitation;

(a) leases, operating agreements, unit agreements, right-of-way agreements and all other contracts;

(b) any liability or obligation whether absolute or contingent, matured or unmatured, accrued or unaccrued, known or unknown, whenever arising, whether or not the liability or obligation would be properly reflected on a balance sheet, to the extent attributable to the operation of the Assets;

(b) liabilities arising from any soil or water contamination, other types of environmental damage or contamination, or other consequences of releases of hazardous materials in, on or migrating from the Assets;

(c) liabilities arising from any legal obligation to plug, abandon, remove, or otherwise retire (i) all real or immovable property, including without limitation, all platforms, pipelines and improvements located on or situated on, or related to, or used in connection with the Properties; (ii) all equipment, personal or moveable property, fixtures and improvements located or situated on, or necessary in connection with the operation of the Properties, Easements and other Assets, including without limitation all wells (whether producing or shut-in and whether for production, injection or disposal), flowlines, gathering systems, processing plants, piping, tanks, buildings, boat docks, treatment facilities, injection facilities, disposal facilities, compression facilities, production units, tank batteries; or (iii) any other Asset;

but excluding any federal, state, or local taxes, including but not limited to income, excise, property, sales, use, license, capital stock, transfer, franchise, payroll, withholding, social security, value added or other taxes, including any interest, penalties or additions attributable thereto (which will be governed by a separate tax sharing agreement between Assignor and Assignee).

3.4 Counterparts. This Conveyance may be executed in any number of counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one conveyance. Assignor and Assignee have each retained a counterpart of this Conveyance with complete exhibits.

3.5 Successors and Assigns. This Conveyance, and the other assignments contemplated by Section 3.1 above, shall bind and inure to the benefit of Assignor and Assignee and their respective successors and assigns. Any successor or assignee to any rights, title or interest of Assignee in and to the Assets shall be deemed, by its acceptance of such rights, title or interest, to have become jointly and severally liable for the obligations of Assignee pursuant to Section 3.3 above that relate to such Assets. No transfer by Assignee of any rights, title or interest in and to the Assets shall relieve, release or diminish Assignor's obligations pursuant to this Conveyance or the other assignments contemplated by Section 3.1 above in respect of the Assets.

3.6 Exhibits. Reference is made to all Exhibits attached hereto and made a part hereof for all purposes. References in such Exhibit to instruments on file in the public records are made a part hereof for all purposes.

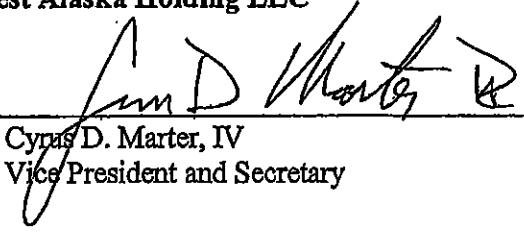
3.7 Governing Law. This Conveyance and the other assignments contemplated by Section 3.1 above, shall be governed by and construed in accordance with the laws of the State of Colorado; provided, however, insofar as it affects title to real or immovable property or its application is otherwise mandatory pursuant to applicable law, this Conveyance shall be governed by and construed in accordance with the laws of the State of Alaska, in each case, excluding any conflicts-of-law rule or principle that might refer same to the laws of another jurisdiction.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Conveyance as of the date of their respective acknowledgements below, but effective for all purposes as of the "*Effective Date*".

ASSIGNOR

Forest Alaska Holding LLC

By: _____


Cyrus D. Marter, IV
Vice President and Secretary

ASSIGNEE

Forest Alaska Operating LLC

By: _____

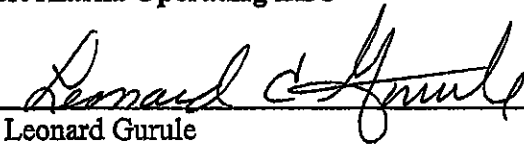
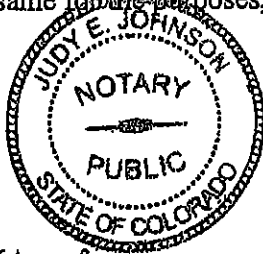

Leonard Gurule
President

Exhibit A-1	Properties
Exhibit A-2	State Rights-of-Way
Exhibit A-3	Other Rights-of-Way
Exhibit A-4	Other Land
Exhibit B-1	Platforms and Wells
Exhibit B-2	Rolling Equipment
Exhibit C	Contracts

THE STATE OF COLORADO §

COUNTY OF DENVER §

Before me on this 1st day of November, 2006, the undersigned authority, appeared Cyrus D. Marter, IV, known to me to be the person whose name is subscribed to the foregoing instrument as Vice President and Secretary of Forest Alaska Holding LLC, and acknowledged to me that he executed the same for the purposes, and in the capacity therein state and is the act and deed of said company.

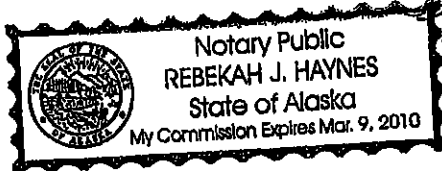


Judy E. Johnson
Notary Public, State of Colorado
My Commission Expires: 9/17/08

THE STATE OF ALASKA §

THIRD JUDICIAL DISTRICT §

Before me on this 1st day of November, 2006, the undersigned authority, appeared Leonard Gurule known to me to be the person whose name is subscribed to the foregoing instrument as President of Forest Alaska Operating LLC, and acknowledged to me that he executed the same for the purposes, and in the capacity therein state and is the act and deed of said company.



Rebekah J. Haynes
Notary Public, State of Alaska
My Commission Expires: 3/9/2010

FOC 000495

EXHIBIT E
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Exhibit A-1 Oil & Gas Leases
Attached to and made a part of that certain Assignment and Bill of Sale dated Effective November 1, 2006 by and between Forest Alaska Holding LLC, as Assignor, and Forest Alaska Operating LLC, as Assignee

LESSOR	LESSEE	LEASE DATE	BOOK	PAGE	SERIAL #	RECORDING INFORMATION		DESCRIPTION
						DISTRICT	DISTRICT	
BLM OIL AND GAS LEASES A 035017	RALPH H COTTIS	10/1/1958	3405	361		ANCHORAGE	ANCHORAGE	<p>Section 16: Fractional SE1/4 SW1/4, Fractional SE2 SE1/4</p> <p>Section 21: Fractional E1/2 E1/2 W1/2</p> <p>Section 22: Fractional SW1/4 SW1/4</p> <p>Section 27: Fractional NW1/4, Fractional N1/2 SW1/4</p> <p>Section 28: NE1/4, E1/2 NW1/4, NE1/4 SW1/4, N1/2 SE1/4</p> <p>Protracted Survey U.S. Survey 4522 U.S. Survey 4523 U.S. Survey 4524, Lot 1</p> <p>Containing 857 acres, more or less.</p>
MMS OIL AND GAS LEASES OCS-Y-01665	FORCENERGY INC.	8/1/1997			2004-001690-0	ANCHORAGE	ANCHORAGE	<p>Oil and Gas Lease of Submerged Lands Under the Outer Continental Shelf Lands Act from the United States Department of Interior, Minerals Management Service, effective August 1, 1997, identified as serial number OCS-Y-01665 whose leased area is described as: "That portion of Block 6163, OCS Official Protection Diagram NO 05-02, Seldovia, approved January 04, 1995, shown as Federal 8(g) Area B on Supplemental Official OCS Block Diagram dated January 3, 1994, containing 1,546,202,355 hectares; and That portion of Block 6213, OCS Official Protection Diagram NO 05-02, Seldovia, approved January 04, 1995, shown as Federal 8(g) Area C on Supplemental Official OCS Block Diagram dated February 03, 1994, containing 259,420,981 hectares."</p>
OCS-Y-01664	FORCENERGY INC.	8/1/1997			2004-001691-0	ANCHORAGE	ANCHORAGE	<p>Oil and Gas Lease of Submerged Lands Under the Outer Continental Shelf Lands Act from the United States Department of Interior, Minerals Management Service, effective August 1, 1997, identified as serial number OCS-Y-01664 whose leased area is described as: "That portion of Block 6113, OCS Official Protection Diagram NO 05-02, Seldovia, approved January 04, 1995, shown as Federal 8(g) Area B on Supplemental Official OCS Block Diagram dated January 3, 1994, containing 2,084,249,998 hectares; and That portion of Block 6114, OCS Official Protection Diagram NO 05-02, Seldovia, approved January 04, 1995, shown as Federal 8(g) Area B on Supplemental Official OCS Block Diagram dated January 03, 1994, containing 62,294,970 hectares."</p>
STATE OIL AND GAS LEASES STATE OF ALASKA ADL 384404	STEWART PETROLEUM COMPANY	1/1/1995	244	526		ANCHORAGE	ANCHORAGE	<p>T. 3 S., R. 15 W., Seward Meridian, Alaska</p> <p>Section 22: Protracted, All, 640 acres; Section 23: Protracted, All, 640 acres; Section 26: Surveyed, Fractional, All, 11.13 acres; Section 28: Protracted, All, tide and submerged lands, 628.87 acres; Section 27: Protracted, All, 640 acres; containing 2,560.00 acres, more or less.</p>

FOC 000496

EXHIBIT

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Exhibit A-1 Oil & Gas Leases
Attached to and made a part of that certain Assignment and Bill of Sale dated Effective November 1, 2006 by and between Forest Alaska Holding LLC, as Assignor, and Forest Alaska Operating LLC, as Assignee

LESSOR	LESSEE	DATE	BOOK	PAGE	SERIAL #	RECORDING INFORMATION	DISTRICT	DESCRIPTION
STATE OF ALASKA ADL 384403	STEWART PETROLEUM COMPANY	1/1/1995	244	506		ANCHORAGE	Cosmopolitan Unit, Tract 3	
							T. 3 S., R. 15W., Seward Meridian, Alaska	
							Section 20: Protracted, All, within the computed Alaska seaward boundary, listed as "state acreage" on Alaska's seaward boundary diagram approved by the state on Feb. 4, 1993, 203.80 acres;	
							Section 21: Protracted, All, 640.00 acres;	
							Section 28: Protracted, All, 640.00 acres;	
							Section 29: Protracted, All, within the computed Alaska seaward boundary, listed as "state acreage" on Alaska's seaward boundary diagram approved by the state on Feb. 4, 1993, 419.20 acres;	
							Section 32: Protracted, All, within the computed Alaska seaward boundary, listed as "state acreage" on Alaska's seaward boundary diagram approved by the state on Feb. 4, 1993, 535.69 acres;	
							Section 33: Protracted, W/2, 320.00 acres;	
							containing 2,758.69 acres, more or less.	
STATE OF ALASKA ADL 18790	SUPERIOR OIL COMPANY	9/1/1962				ANCHORAGE	Cosmopolitan Unit, Tract 7	
							T. 3 S., R. 15 W., Seward Meridian, Alaska	
							Section 33: E/2, 320 acres;	
							Section 34: All, 640 acres;	
							Section 35: Fraction, (all shorelands (if any), tidelands, and submerged lands, including such shorelands (if any), and tidelands as may underlie the portion of Stariski Creek that runs through this section), 479.99 acres;	
							T. 4 S., R. 15 W., Seward Meridian, Alaska	
							Section 2: Fraction, (all tidelands and submerged lands), 378.98 acres;	
							Section 3: All, 640 acres;	
							Section 4: All, 640 acres;	
							Section 10: All, 640 acres;	
							Section 11: Fraction, (all tidelands and submerged lands), 220.39 acres;	
							containing 3,959.26 acres, more or less.	
STATE OF ALASKA ADL 387102	ARCO ALASKA, INC.	2/1/1996				ANCHORAGE	Cosmopolitan Unit, Tract 1	
							T. 3 S., R. 15W., Seward Meridian, Alaska	
							Section 15: Protracted, All, 640 acres;	
							Section 16: Protracted, All within the computed Alaska seaward boundary, listed as "state acreage" on Alaska's seaward boundary diagram approved by the state on February 4, 1993, 466.64 acres;	
							Section 17: Protracted, All within the computed Alaska seaward boundary, listed as "state acreage" on Alaska's seaward boundary diagram approved by the state on February 4, 1993, 2.50 acres;	
							containing 1,109.14 acres, more or less.	

FOC 000497

EXHIBIT

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Exhibit A-1 Oil & Gas Leases
Attached to and made a part of that certain Assignment and Bill of Sale dated Effective November 1, 2006 by and between Forest Alaska Holding LLC, as Assignor, and Forest Alaska Operating LLC, as Assignee

LESSOR	LESSEE	LEASE DATE	RECORDING INFORMATION			DESCRIPTION
			BOOK	PAGE	SERIAL #	
STATE OF ALASKA ADL 3895230	ARCO ALASKA INC.	2/1/2000	2002-004849-0	ANCHORAGE		Cosmopolitan Unit, Tract 6
						T. 4 S., R. 15 W., Seward Meridian, Alaska
						Section 5: Protracted, All tide and submerged land within the computed seaward boundary, listed as "state acreage" on Alaska's seaward boundary diagram approved February 9, 1993, 634.15 acres;
						Section 6: Protracted, All tide and submerged land within the computed seaward boundary, listed as "state acreage" on Alaska's seaward boundary diagram approved February 9, 1993, 52.73 acres;
						Section 7: Protracted, All tide and submerged land within the computed seaward boundary, listed as "state acreage" on Alaska's seaward boundary diagram approved February 9, 1993, 258.35 acres;
						Section 8: Protracted, All, 640.00 acres;
						Section 16: Protracted, All, 640.00 acres;
						Section 17: Protracted, All, 640.00 acres;
						Section 18: Protracted, All tide and submerged land within the computed seaward boundary, listed as "state acreage" on Alaska's seaward boundary diagram approved February 9, 1993, 530.49 acres;
						containing 4,035.72 acres, more or less.
STATE OF ALASKA ADL 389525	PHILLIPS ALASKA, INC.	5/1/2001	2002-004849-0	ANCHORAGE		Cosmopolitan Unit, Tract 8 (Partial)
						T. 4 S., R. 15 W., Seward Meridian, Alaska
						Section 19: Protracted, N/2, 311.00 acres;
						containing 311.00 acres, more or less.
STATE OF ALASKA ADL 389526	PHILLIPS ALASKA, INC.	5/1/2001	2002-004850-0	ANCHORAGE		Cosmopolitan Unit, Tract 9
						T. 4 S., R. 16 W., Seward Meridian, Alaska
						Section 13: Protracted, All, as listed as "state acreage" on Alaska's seaward boundary diagram approved by the state on February 2, 1993, 16.68 acres;
						Section 24: Protracted, N/2, as listed as "state acreage" on Alaska's seaward boundary diagram approved by the state on February 2, 1993, 84.02 acres;
						containing 100.70 acres, more or less.

Exhibit A-1 Oil & Gas Leases
Attached to and made a part of that certain Assignment and Bill of Sale dated Effective November 1, 2005 by and between Forest Alaska Holding LLC, as Assignor, and Forest Alaska Operating LLC, as Assignee

LESSOR	LESSEE	DATE	BOOK PAGE SERIAL #	DISTRICT	DESCRIPTION
STATE OF ALASKA ADL 390308	PHILLIPS ALASKA, INC.	5/1/2001		ANCHORAGE	T. 4 S., R. 15 W., Seward Meridian, Alaska Section 19: Protracted, S/2, 311.00 acres; Section 20: Protracted, All, 640.00 acres; Section 21: Protracted, All, 640.00 acres; Section 28: Unsurveyed, All tide and submerged lands, 637.31 acres; Section 28: Surveyed, Fractional, Lot 1, 2.69 acres; Section 29: Protracted, All, 640.00 acres; Section 30: Protracted, All, 624.00 acres; Section 31: Protracted, All, 619.00 acres; Section 32: Protracted, All, 640.00 acres; Section 33: Unsurveyed, All tide And submerged lands, 492.02 acres; Section 33: Unsurveyed, Fractional, Lots 1 and 2, 32.06 acres; containing 5,278.08 acres, more or less.
STATE OF ALASKA ADL 390309	PHILLIPS ALASKA, INC.	5/1/2001		ANCHORAGE	T. 4 S., R. 16 W., Seward Meridian, Alaska Section 24: Protracted, S/2, As listed as "state acreage" on Alaska's seaward boundary diagram approved by the state on February 2, 1993, 169.37 acres; Section 25: Protracted, All, As listed as "state acreage" on Alaska's seaward boundary diagram approved by the state on February 2, 1993, 270.70 acres; Section 35: Protracted, All, as listed as "state acreage" on Alaska's seaward boundary diagram approved by the state on February 2, 1993, 28.64 acres; Section 36: Protracted, All, as listed as "state acreage" on Alaska's seaward boundary diagram approved by the state on February 2, 1993, 631.16 acres; containing 1,100.47 acres, more or less.
STATE OF ALASKA ADL 389517	FOREST OIL CORPORATION	5/1/2001	609 650	ANCHORAGE	T. 10 N., R. 13 W., Seward Meridian, Alaska Section 13, Protracted: All, 640.00 acres; 640.00 acres, more or less.

FOC 000499

EXHIBIT E
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Exhibit A-1 Oil & Gas Leases
Attached to and made a part of that certain Assignment and Bill of Sale dated Effective November 1, 2006 by and between Forest Alaska Holding LLC, as Assignor, and Forest Alaska Operating LLC, as Assignee

LESSOR	LESSEE	LEASE	DATE	BOOK	PAGE	SERIAL #	DISTRICT	DESCRIPTION
STATE OF ALASKA ADL 18730	UNION OIL COMPANY OF CALIFORNIA & THE OHIO OIL COMPANY	BLM Leases, MMS Leases, and State of Alaska Leases	10/17/1962	111	220		ANCHORAGE	Trading Bay Unit, Tract 11
								T. 9 N., R. 13 W., Seward Meridian, Alaska
								Segment A: As to a 46.800000% working interest in 2,800.00 acres, more or less, and described as follows:
								Section 26: W1/2;
								Section 27: All;
								Section 28: All;
								Section 33: All;
								Section 34: All;
								Pertains to land below 10,600 feet, below the Grayling Gas Sands.
								Segment B: As to a 50.000000% working interest in 1,120.00 acres, more or less, and described as follows:
								Section 26: W2, 320.00 acres;
								Section 27: E2, 320.00 acres;
								Section 34: E2, SW4, 480.00 acres;
								Pertains to the interval known as the Grayling Gas Sands located between 1,780 feet MD and 10,128 feet MD in the Trading Bay Unit K-2 well or its stratigraphic equivalent.
								Segment 2: As to a 46.800000% working interest in 1,120.00 acres, more or less, and described as follows:
								Section 26: W2, 320.00 acres;
								Section 27: E2, 320.00 acres;
								Section 34: E2, SW4, 480.00 acres;
								Pertains to land from the surface to a depth of 1,780 feet MD in the Trading Bay Unit K-2 well or its stratigraphic equivalent.
								Segment 3: As to a 50.000000% working interest in 960.00 acres, more or less, and described as follows:
								Section 26: E2, 320.00 acres;
								Section 35: All, 640.00 Acres
								Pertains to all depths.

FOC 000500

EXHIBIT E
PAGE 13 OF 42

Exhibit A-1 Oil & Gas Leases
Attached to and made a part of that certain Assignment and Bill of Sale dated Effective November 1, 2008 by and between Forest Alaska Holding LLC, as Assignor, and Forest Alaska Operating LLC, as Assignee

LESSOR	LESSEE	DATE	BOOK	PAGE	SERIAL #	DISTRICT	DESCRIPTION
STATE OF ALASKA ADL 18772	THE ATLANTIC REFINING COMPANY	9/7/1982				ANCHORAGE	Trading Bay Unit, Tract 14
							BLM Leases, MMS Leases, and State of Alaska Leases
							T. 9 N., R. 13 W., Seward Meridian, Alaska
							Segment 2: As to 1,600.00 acres, more or less, and described as follows:
							Section 15: All;
							Section 22: All;
							Section 23: W1/2;
							Pertaining to land from the surface to the top of the Grayling Gas Sands.
							Segment B: As to 1,600.00 acres, more or less, and described as follows:
							Section 15: All;
							Section 22: All;
							Section 23: W1/2;
							Pertaining to land below the Grayling Gas Sands.
							ANCHORAGE Trading Bay Unit, Tract 10
							T. 8 N., R. 13 W., Seward Meridian, Alaska
							Segment 2: As to a 48.800000% working interest in 1,365.00 acres, more or less, and described as follows:
							Section 7: W2, SE4, 442.00 acres;
							Section 8: S2, 320.00 acres;
							Section 18: All, 603.00 acres;
							Pertains to land from the surface to a depth of 1,780 feet MD in the Trading Bay Unit K-2 Well or its stratigraphic equivalent.
							Segment A: As to a 48.800000% working interest in 3,085.00 acres, more or less, and described as follows:
							Section 5: All;
							Section 6: All;
							Section 7: All;
							Section 8: All;
							Section 18: All;
							Pertains to land below 10,600 feet, below the Grayling Gas Sands.
							Segment B: As to a 50.000000% working interest in 1,365.00 acres, more or less, and described as follows:
							Section 7: W2, SE4 442.00 acres;
							Section 8: S2 320.00 acres;
							Section 18: All, 603.00 acres;
							Pertains the interval known as the Grayling Gas Sands located between 1,780 feet MD and 10,128 feet MD in the Trading Bay Unit K-2 well or its stratigraphic equivalent.

FOC 000501

EXHIBIT E
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Exhibit A-1 Oil & Gas Leases
Attached to and made a part of that certain Assignment and Bill of Sale dated Effective November 1, 2006 by and between Forst Alaska Holding LLC, as Assignor, and Forst Alaska Operating LLC, as Assignee

LESSOR	LESSEE	RECORDING INFORMATION				DESCRIPTION
		LEASE DATE	BOOK	PAGE	SERIAL #	
STATE OF ALASKA ADL 18777	THE ATLANTIC REFINING COMPANY	9/1/1962				ANCHORAGE Trading Bay Unit, Tract 17
						T. 9 N., R. 13 W., Seward Meridian, Alaska
						Segment 1: As to a 50.000000% working interest in 1,106.00 acres, more or less, and described as follows:
						Section 7: SE4, 632.00 acres;
						Section 18: N2, SW4, 474.00 acres;
						Pertains to all depths.
						Segment 2: As to a 46.800000% working interest in 796.00 acres, more or less, and described as follows:
						Section 18: SE4, 160.00 acres;
						Section 19: All, 636.00 acres;
						Pertains to all land from the surface to the top of the Grayling Gas Sands or to a depth of 1,780 feet MD in the Trading Bay Unit K-2 well or its stratigraphic equivalent.
						Segment A: As to a 50.000000% working interest in 796.00 acres, more or less, and described as follows:
						Section 18: SE4, 160.00 acres;
						Section 19: All, 636.00 acres;
						Pertains to the Grayling Gas Sands defined as the interval in the Trading Bay Unit K-2 well between the measured depths of 1,780 feet and 10,125 feet or its stratigraphic equivalent.
						Segment B: As to a 46.800000% working interest in 796.00 acres, more or less, and described as follows:
						Section 18: SE4, 160.00 acres;
						Section 19: All, 636.00 acres;
						Pertains to all depths below the Grayling Gas Sands or below 10,125 feet MD in the Trading Bay Unit K-2 well or its stratigraphic equivalent.

FOC 000502

EXHIBIT

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Exhibit A-1 Oil & Gas Leases
Attached to and made a part of that certain Assignment and Bill of Sale dated Effective November 1, 2008 by and between Forest Alaska Holding LLC, as Assignor, and Forest Alaska Operating LLC, as Assignee

LESSOR	LESSEE	LEASE	DATE	BOOK	PAGE	SERIAL #	RECORDING INFORMATION	DISTRICT	DESCRIPTION
STATE OF ALASKA ADL 17594	UNION OIL COMPANY OF CALIFORNIA & THE OHIO OIL COMPANY		3/17/1962	111	237		ANCHORAGE	Trading Bay Unit, Tract 3	
								T: 9 N., R. 13 W., Seward Meridian, Alaska	
									Segment 1: As to a 46.800000% working interest in 2,396.00 acres, more or less, and described as follows:
									Section 16: W2, NE4, 480.00 acres;
									Section 17: S2, NE4, 480.00 acres;
									Section 20: W2, NE4 480.00 acres;
									Section 30: All, 637.00 acres;
									Section 31: W2, 319.00 acres;
									Pertains to land within the Trading Bay Unit Tract 3 and from the surface down to a depth of 1,780 feet MD in the Trading Bay Unit K-2 well or its stratigraphic equivalent.
									Segment 3: As to a 50.000000% working interest in 160.00 acres, more or less, and described as follows:
									Section 17: NW4, 160.00 acres;
									Pertains to all depths.
									Segment A: As to a 46.800000% working interest in 4,956.00 acres, more or less, and described as follows:
									Section 16: All;
									Section 17: S1/2, NE1/4;
									Section 20: All;
									Section 21: All;
									Section 28: All;
									Section 30: All;
									Section 31: All;
									Section 32: All;
									Pertains to land below 10,600 feet, below the Grayling Gas Sands.
									Segment B: As to a 50.000000% working interest in 2,396.00 acres, more or less, and described as follows:
									Section 16: W2, NE4, 480.00 acres;
									Section 17: S2, NE4, 480.00 acres;
									Section 20: W2, NE4 480.00 acres;
									Section 30: All 637.00 acres;
									Section 31: W2 319.00 acres;
									Pertains to the interval known as the Grayling Gas Sands located between 1,780 feet MD and 10,128 feet MD in the Trading Bay Unit K-2, or its stratigraphic equivalent. Contains 2,396 acres, more or less.

FOC 000503

EXHIBIT

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Exhibit A-1 Oil & Gas Leases
Attached to and made a part of that certain Assignment and Bill of Sale dated Effective November 1, 2006 by and between Forest Alaska Holding LLC, as Assignor, and Forest Alaska Operating LLC, as Assignee

LESSOR	LESSEE	LEASE DATE	BOOK	PAGE	SERIAL #	RECORDING INFORMATION	DISTRICT	DESCRIPTION
STATE OF ALASKA ADL 17579	PAN AMERICAN PETROLEUM	2/1/1962	42	323		BLM Leases, MMS Leases, and State of Alaska Leases	ANCHORAGE	Trading Bay Unit, Tract 2
								T. 8 N., R. 13 W., Seward Meridian, Alaska
								Segment 1: As to 2,240.00 acres, more or less, and described as follows:
								Section 4: All;
								Section 8: W1/2;
								Section 16: NW1/4;
								Section 17: All;
								Section 20: N1/2, SW1/4;
								Pertains to land from the surface down to a depth of 1,780 feet MD in the Trading Bay Unit K-2 well or its stratigraphic equivalent.
								Segment 6: As to 2,240.00 acres, more or less, and described as follows:
								Section 4: All;
								Section 8: W1/2;
								Section 16: NW1/4;
								Section 17: All;
								Section 20: N1/2, SW1/4;
								Pertains to land below the Grayling Gas Sands or 10,128 feet MD in the Trading Bay Unit K-2 well or its stratigraphic equivalent.
STATE OF ALASKA ADL 21068	ARCO	7/1/1963					ANCHORAGE	Trading Bay Unit, Tract 18
								T. 9 N., R. 14 W., Seward Meridian, Alaska
								Section 24: SE4 160.00 acres;
								Segment 1:
								Pertains to land from the surface to the top of the Grayling Gas Sands or to a depth of 1,780 feet MD in the Trading Bay Unit K-2 well or its stratigraphic equivalent.
								Segment B:
								Section 24: SE4 160.00 acres;
								Pertains to all depths below the Grayling Gas Sands or below 10,125 feet MD in the Trading Bay Unit K-2 well or its stratigraphic equivalent.

FOC 000504

EXHIBIT

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Exhibit A-1 Oil & Gas Leases
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LESSOR	LESSEE	BLM Leases, MMS Leases, and State of Alaska Leases LEASE DATE	RECORDING INFORMATION BOOK PAGE SERIAL #	DISTRICT	DESCRIPTION
STATE OF ALASKA ADL 18718	LLOYD POWERS	9/1/1982		ANCHORAGE	Trading Bay Unit, Tract 9
					T. 8 N., R. 13 W., Seward Meridian, Alaska
					Section 19: N2, SE4 462.50 acres;
					Segment 3:
					Pertaining to land from the surface to a depth of 1,780 feet MD or its stratigraphic equivalent in the Trading Bay Unit K-2 well.
					Segment C:
					Pertaining to land below 10,128 feet MD in the Trading Bay Unit K-2 well or its stratigraphic equivalent
STATE OF ALASKA ADL 17597	THE SUPERIOR OIL COMPANY	3/1/1962		ANCHORAGE	Trading Bay Unit
					T. 10 N., R. 13 W., Seward Meridian, Alaska
					Segment 1: 2,550.00 acres, more or less, and described as follows:
					Section 14: All 640 acres;
					Section 15: All 640 acres;
					Section 22: All 640 acres;
					Section 23: All 640 acres;
					Segment 2: 2,000.00 acres, more or less, and described as follows:
					Section 27: N2NE4, W1/2, 400.00 acres;
					Section 28: All 640.00 acres;
					Section 33: All 640.00 acres;
					Section 34: W1/2, 320.00 acres;
STATE OF ALASKA ADL 374002	DANCO/ALASKA PARTNERSHIP LTD	4/1/1991	3414	84	ANCHORAGE Redoubt Unit Tract 2
					T. 7 N., R. 13 W., Seward Meridian, Alaska
					Section 19: Protracted, All 615 acres;
					Section 20: Protracted, All 640 acres;
					Section 21: Protracted, All 640 acres;
					Section 28: Protracted, All 640 acres;
					Section 29: Protracted, All 640 acres;
					Section 30: Protracted, All 617 acres;
					Section 31: Protracted, All 819 acres;
					Section 32: Protracted, All 640 acres;
					Section 33: Protracted, All 640 acres;
					containing 5,691 acres, more or less.

FOC 000505

EXHIBIT

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Exhibit A-1 Oil & Gas Leases
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LESSOR	LESSEE	DATE	BOOK	PAGE	SERIAL #	RECORDING INFORMATION	DESCRIPTION
STATE OF ALASKA ADL 381003	DANCO EXPLORATION INC	12/1/1994	3414	98		ANCHORAGE	Redoubt Unit Tract 4
							T. 7 N., R. 14 W., Seward Meridian, Alaska
							Section 33: Protracted, All, 640 acres; Section 34: Protracted, All, 640 acres; Section 35: Protracted, All, 640 acres; Section 36: Protracted, All, 640 acres; containing 2,560 acres, more or less.
STATE OF ALASKA ADL 381201	DANCO EXPLORATION INC	12/1/1994	3414	400		ANCHORAGE	Redoubt Unit Tract 5
							T. 6 N., R. 14 W., Seward Meridian, Alaska
							Section 1: Protracted, All, 640 acres; Section 2: Protracted, All, 640 acres; Section 3: Protracted, All, 640 acres; Section 10: Protracted, All, 640 acres; Section 11: Protracted, All, 640 acres; Section 12: Protracted, All, 640 acres; Section 13: Protracted, All, 640 acres; Section 14: Protracted, All, 640 acres; Section 15: Protracted, All, 640 acres; containing 5,750 acres, more or less.
STATE OF ALASKA ADL 381203	DANCO EXPLORATION INC	12/1/1994	3414	383		ANCHORAGE	Redoubt Unit Tract 3
							T. 7 N., R. 14 W., Seward Meridian, Alaska
							Section 13: Protracted, All, 640 acres; Section 14: Protracted, All, 640 acres; Section 23: Protracted, All, 640 acres; Section 24: Protracted, All, 640 acres; Section 25: Protracted, All, 640 acres; Section 26: Protracted, All, 640 acres; containing 3,840 acres, more or less.
STATE OF ALASKA ADL 378114	DANCO EXPLORATION INC	12/1/1991	3414	71		ANCHORAGE	Redoubt Unit Tract 1
							T. 7 N., R. 13 W., Seward Meridian, Alaska
							Section 4: Protracted, All, 640 acres; Section 5: Protracted, All, 640 acres; Section 6: Protracted, All, 610 acres; Section 7: Protracted, All, 612 acres; Section 8: Protracted, All, 640 acres; Section 9: Protracted, All, 640 acres; Section 16: Protracted, All, 640 acres; Section 17: Protracted, All, 640 acres; Section 18: Protracted, All, 613 acres; containing 5,675 acres, more or less.

Exhibit A-1 Oil & Gas Leases
Attached to and made a part of that certain Assignment and Bill of Sale dated Effective November 1, 2006 by and between Forest Alaska Holding LLC, as Assignor, and Forest Alaska Operating LLC, as Assignee

LESSOR	LESSEE	LEASE DATE	BOOK	PAGE	SERIAL #	DISTRICT	DESCRIPTION
STATE OF ALASKA ADL 390388	FOREST OIL CORPORATION	10/1/2003	2003	118915-0	ANCHORAGE	T. 7 N., R. 14 W., Seward Meridian, Alaska	Section 4: Unsurveyed, All tide and submerged lands, 8.75 acres; Section 4: Unsurveyed, The beds of the unnamed lakes located within the S2NE4 and SE4, 41.11 acres; Section 8: Unsurveyed, All tide and submerged lands, 441.57 acres; U.S. Survey 12121, Lot 1 and that portion of Lot 2 lying within Sections 3, 4, 9 & 10, 310.37 acres; U.S. Survey 4527, Lot 1 and 3, 161.09 acres; containing 962.89 acres, more or less.
STATE OF ALASKA ADL 388233	ANADARKO PETROLEUM CORPORATION AND ARCO ALASKA, INC.	2/1/1997	ANCHORAGE	Three Mile Creek Unit Tract 4		T. 13 N., R. 11 W., Seward Meridian, Alaska, Tract A	Segment 1: As to a 30% working interest in 2,800.00 acres, more or less, and described as follows: Section 22: Unsurveyed, SE1/4; 160 acres; Section 23: Unsurveyed, SW1/4; 160 acres; Section 26: Unsurveyed, Alt. 640 acres; Section 27: Unsurveyed, E1/2, SW1/4, E2/NW1/4; 540 acres; Section 34: Unsurveyed, Alt. 640 acres; Section 35: Unsurveyed, Alt. 640 acres Segment 2: As to a 30% working interest in 200.00 acres, more or less, and described as follows: Section 22: Unsurveyed, SE1/4NE1/4, 40.00 acres; Section 23: Unsurveyed, NW1/4, 160.00 Acres; Segment 3: As to a 70% working interest in 160.00 acres, more or less, and described as follows: Section 23: Unsurveyed, SE1/4; 160 acres; Segment 4: As to a 70% working interest in 160.00 acres, more or less, and described as follows: Section 23: Unsurveyed, NE1/4; 160 acres entire tract containing 3,320 acres, more or less.

FOC 000507

EXHIBIT E
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Exhibit A-1 Oil & Gas Leases
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LESSOR	LESSEE	BLM Leases, MMS Leases, and State of Alaska Leases			
		LEASE	RECORDING INFORMATION	ANCHORAGE Trading Bay Field, Tract 6	
STATE OF ALASKA ADL 17802	PAN AMERICAN PETROLEUM CORP	DATE	BOOK PAGE SERIAL #	DISTRICT	DESCRIPTION
		2/7/1962	42 273		
					T. 8 N., R. 14 W., Seward Meridian, Alaska
					Segment 1: As to a 70.000000% working interest in 1,280.00 acres, more or less, and described as follows:
					Section 2: All 640.00 acres;
					Section 11: All 640.00 acres;
					Pertains to all depths.
					Segment 3: As to a 46.800000% working interest in 640.00 acres, more or less, and described as follows:
					Section 1: E2, 320.00 acres;
					Section 12: E2, 320.00 acres;
					Pertains to land from the surface down to the top of the Grayling Gas Sands or to a depth of 1,780 feet MD in the Trading Bay Unit K-2 well or the stratigraphic equivalent.
					Segment B: As to a 46.800000% working interest in 640.00 acres, more or less, and described as follows:
					Section 1: E2, 320.00 acres;
					Section 12: E2, 320.00 acres;
					Pertains to land below the Grayling Gas Sands or below 10,128 feet MD in the Trading Bay unit K-2 well of the stratigraphic equivalent.

FOC 000508

EXHIBIT E
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Exhibit A-1 Oil & Gas Leases
Attached to and made a part of that certain Assignment and Bill of Sale dated Effective November 1, 2006 by and between Forest Alaska Holding LLC, as Assignor, and Forest Alaska Operating LLC, as Assignee

LESSOR	LESSEE	LEASE DATE	BOOK	PAGE	SERIAL #	DISTRICT	DESCRIPTION
STATE OF ALASKA ADL 18731	UNION OIL COMPANY & THE OHIO OIL COMPANY	10/17/1982	109	10		ANCHORAGE	Trading Bay Unit, Tract 12
							T. 9 N., R. 13 W., Seward Meridian, Alaska
							Segment 1: As to a 46.80000% working interest in 3,840.00 acres, more or less, and described as follows:
							Section 3: All 640.00 acres;
							Section 4: All 640.00 acres;
							Section 5: All 640.00 acres;
							Section 8: All 640.00 acres;
							Section 9: All 640.00 acres;
							Section 10: All 640.00 acres;
							Pertains to land from the surface to a depth of 1,780 feet MD in the Trading Bay Unit K-2 well or its stratigraphic equivalent.
							Segment A: As to a 50.000000% working interest in 3,840.00 acres, more or less, and described as follows:
							Section 3: All 640.00 acres;
							Section 4: All 640.00 acres;
							Section 5: All 640.00 acres;
							Section 8: All 640.00 acres;
							Section 9: All 640.00 acres;
							Section 10: All 640.00 acres;
							Pertains to the interval known as the Grayling Gas Sands located between 1,780 feet MD and 10,128 feet MD in the Trading Bay Unit K-2 well or its stratigraphic equivalent.
							Segment B: As to a 46.800000% working interest in 3,840.00 acres, more or less, and described as follows:
							Section 3: All 640.00 acres;
							Section 4: All 640.00 acres;
							Section 5: All 640.00 acres;
							Section 8: All 640.00 acres;
							Section 9: All 640.00 acres;
							Section 10: All 640.00 acres;
							Pertains to land below the Grayling Gas Sands or below 10,128 feet MD in the Trading Bay Unit K-2 well or the stratigraphic equivalent.

FOC 000509

EXHIBIT E
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Exhibit A-1 Oil & Gas Leases
Attached to and made a part of that certain Assignment and Bill of Sale dated Effective November 1, 2006 by and between Forest Alaska Holding LLC, as Assignor, and Forest Alaska Operating LLC, as Assignee

LESSOR	LESSEE	DATE	BOOK	PAGE	SERIAL #	DISTRICT	DESCRIPTION
STATE OF ALASKA ADL 18758	SHELL OIL COMPANY	9/1/1952	3441	364		ANCHORAGE	Segment B: As to a 46.800000% working interest in 3,840.00 acres, more or less, and described as follows: Section 3: All 640.00 acres; Section 4: All 640.00 acres; Section 5: All 640.00 acres; Section 8: All 640.00 acres; Section 9: All 640.00 acres; Section 10: All 640.00 acres; Pertains to land below the Grayling Gas Sands or below 10,128 feet MD in the Trading Bay unit K-2 well or the stratigraphic equivalent
							T. 9 N., R. 14 W., Seward Meridian, Alaska
							Segment 1: As to a 70.000000% working interest in 400.00 acres, more or less, and described as follows: Section 35: SE4SE4, 40.00 acres; Section 36: S2, SE4NW4, 360.00 acres; Pertains to all depths.
							Segment 3: As to a 46.800000% working interest in 640.00 acres, more or less, and described as follows: Section 25: E2, 320.00 acres; Section 36: NE4, 160.00 acres; Pertains to land from the surface down to the top of the Grayling Gas Sands or to a depth of 1,780 feet MD in the Trading Bay unit K-2 well or the stratigraphic equivalent.
							Segment B: As to a 46.800000% working interest in 640.00 acres, more or less, and described as follows: Section 25: E2, 320.00 acres; Section 36: NE4, 160.00 acres; Pertains to land below the Grayling Gas Sands or below 10,128 feet MD in the Trading Bay unit K-2 well or the stratigraphic equivalent.

FOC 000510

EXHIBIT E
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Exhibit A-1 Oil & Gas Leases
Attached to and made a part of that certain Assignment and Bill of Sale dated Effective November 1, 2006 by and between Forest Alaska Holding LLC, as Assignor, and Forest Alaska Operating LLC, as Assignee

LESSOR	LESSEE	BLM Leases, MMS Leases, and State of Alaska Leases	LEASE DATE	RECORDING INFORMATION	DISTRICT	DESCRIPTION
STATE OF ALASKA ADL 359111	RICHARD E WAGNER	12/1/1983	1952	446	ANCHORAGE	West McArthur River Unit, Tract 1
						T. 8 N., R. 14W., Seward Meridian, Alaska
						Section 3: Protracted, All; 640.00 acres;
						Section 4: Protracted, All; 640.00 acres;
						Section 5: Unsurveyed, All tide & submerged lands; 485.00 acres;
						Section 6: Unsurveyed, All tide & submerged lands; 130.00 acres;
						Section 7: Unsurveyed, All tide & submerged lands; 630.00 acres;
						Section 8: Protracted, All; 640.00 acres;
						Section 9: Unsurveyed, All tide & submerged lands; 390.00 acres;
						containing 4,175.00 acres, more or less.
STATE OF ALASKA ADL 359112	RICHARD E WAGNER	12/1/1983	1952	484	ANCHORAGE	West McArthur River Unit, Tract 2
						T. 8 N., R. 14W., Seward Meridian, Alaska
						Section 21: Unsurveyed, All tide and submerged lands; 125.00 acres;
						Section 22: Unsurveyed, All tide and submerged lands; 635.00 acres;
						Section 23: Protracted, All; 640.00 acres;
						Section 27: Unsurveyed, All tide and submerged lands; 495.00 acres;
						Section 34: Unsurveyed, All tide and submerged lands; 260.00 acres;
						containing 2,155.00 acres, more or less.

FOC 000511

EXHIBIT E
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Exhibit A-2 State ROW's
Attached to and made a part of that certain Assignment and Bill of Sale dated Effective November 1, 2006 by and between Forest Alaska Holding LLC, as Assignor, and Forest Alaska Operating LLC, as Assignee

LESSOR	LESSEE	LEASE	RECORDING INFORMATION				DISTRICT	DESCRIPTION
			DATE	BOOK	PAGE	SERIAL #		
STATE OF ALASKA	STATE OF ALASKA	ADL 227854 ROW	3/1/2003				ANCHORAGE	Right-of-way extending a width of 50 feet on either side of the centerline and 28,576.59 feet in length located in Sections 1, 2, 3, 4 and 5, Township 8 North, Range 14 West and Section 6, Township 8 North, Range 13 West, Seward Meridian containing approximately 63.52 acres.
STATE OF ALASKA	FOREST OIL COMPANY	ADL 35400 ROW	5/1/2003		3502	993-999	KENAI	A Right-of-way located within Sections 10, 11 & 14, Township 7 North, Range 14 West, Seward Meridian, containing approximately 21.33 acres.
STATE OF ALASKA	FOREST OIL COMPANY	ADL 228217 ROW	3/1/2004				KENAI	An area of tide and submerged land within Section 10, 11, and 14, Township 7 North, Range 14 West, Seward Meridian, off the West Foreland, Cook Inlet 9,280 feet long by 100 feet wide, containing approximately 21.33 acres.
STATE OF ALASKA	ATLANTIC RICHFIELD CO	ADL 34813 ROW	6/7/1988	3215	672		ANCHORAGE	Right-of-way of varying width and 36,840.78 feet in length located within Sections 4 & 5, Township 8 North, Range 14 West and Sections 17, 19, 20 and 30, Township 8 North, Range 13 West, Seward Meridian, containing 82.51 acres.
STATE OF ALASKA	UNOCAL CORPORATION	ADL 32548 ROW, AMENDED 1/23/02	6/13/1966	3260	899		ANCHORAGE	Alaska Tideland Survey (ATS) 657 containing 165.2 acres, more or less, located within Sections 32 and 33, Township 8 North, Range 14 West, Seward Meridian, recorded in the Anchorage Recording District on August 23, 2000 as Plat 2004-95, Alaska Tideland Survey (ATS) 1616 containing 5.00 acres, more or less, located within Section 32, Township 8 North, Range 14 West recorded in the Anchorage Recording District on October 24, 2002 as Plat 2002-132.
STATE OF ALASKA	MARATHON OIL COMPANY	ADL 224487 ROW	2/16/1990	2040	181		ANCHORAGE	A Right-of-way located in Sections 3, 4 and 5, Township 8 North, Range 14 West, Seward Meridian, commencing at the mean high water line and extending seaward 12,563.10 feet in length and 100 feet in width, 50 feet each side of the centerline of the pipe, containing approximately 28.95 acres.
STATE OF ALASKA	MARATHON OIL COMPANY	ADL 221085 ROW	5/10/1988	332	379		ANCHORAGE	A Right-of-way for two 10 3/4" gas pipelines and one 8 5/8" oil pipeline and the acreage encompassing the Steelhead Platform lying within Sections 2, 3, 4 & 5, T8N, R14W; Sections 31, 31, & 33, T9N, R13W; and Section 38, T9N, R14W, Seward Meridian, running 34,248 feet in length and shall extend a width of 60 feet containing approximately 47.40 acres.
STATE OF ALASKA	MARATHON OIL COMPANY	ADL 42314 ROW	10/20/1970	196	63		ANCHORAGE	A ditch well, 115 feet deep, within NW1/4SW1/4 Protracted Section 5, Township 8 North, Range 14 West, Seward Meridian. The location to which this water right appertains is: A parcel of land lying within the Anchorage Recording District, Third Judicial District, State of Alaska, and within the NW 1/4 of Protracted Section 5 of Cadastral Survey Township 8 North, Range 14 West, Survey of State Land ADL No. 32299.
STATE OF ALASKA	UNION OIL COMPANY OF CALIFORNIA	ADL 32816 ROW	7/22/1966	3253	183		ANCHORAGE	A Right-of-way extending a width of 50 feet on either side of the centerline and undetermined length located within Sections 28, 31 and 32, Township 8 North, Range 13 West, Sections 3, 4 and 5, Township 8 North, Range 14 West and Sections 35 and 36, Township 9 North, Range 14 West, Seward Meridian, containing approximately 71.51 acres.
STATE OF ALASKA	MARATHON OIL COMPANY	ADL 220502	1/1/1994	2574	560		ANCHORAGE	A Right-of-way located within S1/2 Sec 32, T8N, R14W, Seward Meridian, running 1320 feet in length, extending a width of approximately 400 feet containing approximately 12.10 acres, further described as in the Marathon Oil Company plat for application of Right-of-way permit dated November 1994 at a scale of 1"=400'.

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Exhibit A-3 Other ROW's
Attached to and made a part of that certain Assignment and Bill of Sale dated Effective November 1, 2006 by and between Forest Alaska Holding LLC, as Assignor, and Forest Alaska Operating LLC, as Assignee

FOC NUMBER	GRANTOR	GRANTEE	DATE	Right-of-ways and Easements				LEGAL DESCRIPTION
				BOOK	PAGE	REFERENCE	RECORDING DISTRICT	
00571-980003	COOK INLET REGION INC	FOREST OIL CORP.	12/5/2002	2003	0423	10-0	ANCHORAGE	<p>A STRIP EASEMENT, ONE HUNDRED TEN (110 FEET WIDE OVER SECTIONS 9 AND 10, T1N, R14E, KENAI PENINSULA BOROUGH, ANCHORAGE RECORDING DISTRICT, SEWARD MERIDIAN, LYING FIFTY FIVE (55) FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED EASEMENT CENTERLINE</p> <p>Beginning at the northeast corner of United States Survey No. 4526, corner 2, marked by a 3-1/4" brass capped monument, thence: Course: N42-05-10 W Length: 267.44' to the point of intersection of this centerline description and a line between two 2" aluminum capped monuments, set, one bearing N40-33-34 E208.20' and the other bearing S 40-33-34 W 331.11', Thence: Course: N 42-05-10 W Length: 565.42' to a point at which a 3-1/4" brass capped monument, found, corner 2 of United States Survey 4526 bears S 47-54-50 W 158.22' Thence: Course: N 42-05-10 W Length: 1103.10' to a 2-1/2" aluminum monument, set, marked STA 113+76.80, Thence: Course: N 52-50-24 W Length: 349.07', Thence: Course: N 80-38-51 W Length: 476.43', Thence: Course: S 69-06-10 W Length: 1122.66', Thence: Course: N 81-18-25 W Length: 1041.07', Thence: Course: N 69-53-38 W Length: 418.55', Thence: Course: S 66-12-52 W Length: 371.35', Thence: Course: N 89-38-41 W Length: 84.40' to the point of intersection of this centerline description and the south property line of United States Survey No. 4527 Lot 1, the end of this centerline description, marked by a 2-1/2" aluminum monument marked STA 152+04.66, set, from which a 3-1/4" aluminum monument, found, corner 11 of United States Survey 4527 Lot 1 bears N 60-22-39 E 718.50',</p> <p>AND</p> <p>A STRIP EASEMENT, 30' ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:</p> <p>Beginning at a BLM brass capped monument at the northeast corner of Lot 2 of USS Survey No. 12121, corner 2, found, thence: S 88-28-58 E 878.43' to a 2-1/2" aluminum monument, set, marked STA 224+23.12 at the intersection of this centerline description and the north boundary of USS No. 12121, the true point of beginning of this description, Thence: Course: N 09-54-45 E Length: 1109.85', Thence: Course: N 01-20-27 W Length: 209.85', Thence: Course: N 09-25-37 W Length: 380.81', Thence: Course: N 00-39-21 E Length: 201.14', Thence: Course: N 22-57-11 E Length: 179.90', Thence: Course: N 33-31-58 E Length: 175.78', Thence: Course: N 38-46-16 E Length: 170.17', Thence: Course: N 27-09-15 E Length: 217.02', Thence: Course: N 15-51-43 E Length: 187.15', Thence: Course: N 13-19-47 E Length: 313.16', Thence: Course: N 01-21-08 E Length: 228.49', Thence: Course: N 09-05-31 W Length: 407.01', Thence: Course: N 17-42-13 W Length: 107.72', Thence: Course: N 23-09-58 W Length: 202.67', Thence: Course: N 00-11-54 E Length: 212.34', Thence: Course: N 34-57-46 E Length: 213.60', Thence: Course: N 45-21-14 E Length: 767.83', Thence: Course: N 46-04-35 E Length: 480.37' to a 2-1/2" aluminum monument, set, marked STA 282+77.55, Thence: Course: N 24-34-41 E Length: 116.24', Thence: Course: N 06-22-43 E Length: 163.91', Thence: Course: N 15-58-44 W Length: 161.52', Thence: Course: N 37-02-12 W Length: 277.58', Thence: Course: N 38-40-05 W Length: 250.30', Thence: Course: N 14-45-47 W Length: 162.62', Thence: Course: N 08-40-27 E Length: 112.89', Thence: Course: N 26-24-58 E Length: 173.00', Thence: Course: N 33-16-05 E Length: 368.93', Thence: Course: N 42-00-35 E Length: 213.79', Thence: Course: N 50-39-22 E Length: 231.42', Thence: Course: N 30-50-13 E Length: 129.53', Thence: Course: N 19-01-25 E Length: 1047.28', Thence: Course: N 16-39-44 E Length: 1167.08' to 2-1/2" aluminum monument, set, marked STA 338+80.56, Thence: Course: N 21-29-53 E Length: 305.60', Thence: Course: N 30-33-13 E Length: 465.01', Thence: Course: N 26-17-24 E Length: 484.43',</p>

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EXHIBIT

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Exhibit A-3 Other ROW's
Attached to and made a part of that certain Assignment and Bill of Sale dated Effective November 1, 2006 by and between Forest Alaska Holding LLC, as Assignor, and Forest Alaska Operating LLC, as Assignee

FOC NUMBER	GRANTOR	GRANTEE	DATE	Right-of-Ways and Easements				LEGAL DESCRIPTION
				BOOK	PAGE	REFERENCE	RECORDING DISTRICT	
								Thence; Course: N 02-39-56 E Length: 101.82' Thence; Course: N 18-39-35 W Length: 1283.87' Thence; Course: N 06-23-18 W Length: 160.78' Thence; Course: N 26-05-04 E Length: 144.50' Thence; Course: N 12-49-58 W Length: 175.22' Thence; Course: N 40-10-59 W Length: 574.25' Thence; Course: N 46-51-15 W Length: 151.77' Thence; Course: N 59-12-41 W Length: 143.65' Thence; Course: N 70-44-23 W Length: 196.57' Thence; Course: N 65-00-03 W Length: 460.31' Thence; Course: N 63-30-04 W Length: 222.32' to the intersection of this centerline description and the south boundary of United States Survey No. 11865 Thence; Course: N 64-51-11 W Length: 93.34' to the intersection of this centerline description and the west boundary of United States Survey No. 11865 Thence; Course: N 57-02-38 W Length: 161.80' to a 2 1/2" aluminum monument, set marked STA 389+94.88 Thence; Course: N 32-49-56 W Length: 629.71' Thence; Course: N 20-55-55 W Length: 92.38' Thence; Course: N 00-47-56 E Length: 222.07' Thence; Course: N 08-05-17 W Length: 298.13' Thence; Course: N 06-00-17 W Length: 197.13' E Length: 328.38' Thence; Course: N 02-13-52 E Length: 181.10' Thence; Course: N 15-36-23 E Length: 127.78' Thence; Course: N 25-42-51 E Length: 296.29' Thence; Course: N 21-22-53 E Length: 328.38' Thence; Course: N 10-40-20 E Length: 183.51' Thence; Course: N 12-07-59 W Length: 94.39' Thence; Course: N 30-27-23 W Length: 218.07' Thence; Course: N 34-00-19 W Length: 486.39' Thence; Course: N 27-25-34 W Length: 191.60' Thence; Course: N 35-08-33 W Length: 92.96' Thence; Course: N 44-19-05 W Length: 304.34' Thence; Course: N 51-26-28 W Length: 798.65' Thence; Course: N 47-02-38 W Length: 118.52' Thence; Course: N 35-06-14 W Length: 442.88' to a 2 1/2" aluminum monument, set, marked STA 442+82.53 Thence; Course: N 01-20-43 E Length: 153.92' Thence; Course: N 24-18-12 E Length: 316.76' Thence; Course: N 54-23-46 E Length: 232.76' Thence; Course: N 45-40-05 E Length: 92.20' Thence; Course: N 28-03-53 E Length: 96.08' Thence; Course: N 07-33-28 E Length: 136.30' Thence; Course: N 15-31-37 W Length: 354.70' Thence; Course: N 22-11-48 E Length: 111.53' Thence; Course: N 03-22-08 E Length: 227.51' Thence; Course: N 47-08-58 W Length: 121.05' Thence; Course: N 00-03-04 E Length: 48.61' Thence; Course: N 45-00-52 E Length: 78.35' Thence; Course: N 43-59-06 W Length: 434.67' Thence; Course: N 65-43-43 W Length: 75.22' Thence; Course: N 44-22-33 W Length: 386.21' Thence; Course: N 45-32-17 W Length: 649.22' Thence; Course: N 60-02-45 W Length: 94.41' Thence; Course: N 78-46-50 W Length: 68.61' Thence; Course: S 86-54-07 W Length: 189.43' Thence; Course: N 72-38-13 W Length: 103.46' Thence; Course: N 45-49-49 W Length: 111.72' Thence; Course: N 27-47-49 W Length: 95.39' Thence; Course: N 08-54-56 W Length: 111.24' Thence; Course: N 15-09-43 W Length: 147.78' Thence; Course: N 28-14-45 W Length: 288.61' Thence; Course: N 34-46-11 W Length: 158.95' Thence; Course: N 41-55-10 W Length: 284.75' to a 2 1/2" aluminum monument, set, marked STA 494+88.08 Thence; Course: N 38-04-48 W Length: 389.53' Thence; Course: N 22-18-00 W Length: 611.66'

FOC 000514

EXHIBIT E
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Exhibit A-3 Other ROW's
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between Forest Alaska Holding LLC, as Assignor, and Forest Alaska Operating LLC, as Assignee

FOC NUMBER	GRANTOR	GRANTEE	DATE	BOOK	PAGE	RECORDING REFERENCE	DISTRICT	LEGAL DESCRIPTION
								Thence; Course: N 32-55-23 W Length: 246.05' Thence; Course: N 24-42-49 W Length: 139.29' Thence; Course: N 14-55-27 W Length: 175.02' Thence; Course: N 03-52-02 W Length: 59.18' Thence; Course: N 09-02-17 E Length: 91.15' Thence; Course: N 33-01-58 E Length: 159.60' Thence; Course: N 55-30-12 E Length: 116.44' Thence; Course: N 62-13-57 E Length: 161.21' Thence; Course: N 50-41-37 E Length: 117.31' Thence; Course: N 41-29-51 E Length: 308.53' Thence; Course: N 29-16-58 E Length: 76.80' Thence; Course: N 07-47-38 W Length: 40.91' Thence; Course: N 33-14-53 W Length: 453.79' Thence; Course: N 36-54-12 W Length: 212.63' Thence; Course: N 30-19-35 W Length: 265.24' Thence; Course: N 34-12-47 W Length: 170.43' Thence; Course: N 45-58-44 W Length: 195.38' Thence; Course: N 58-18-54 W Length: 189.44' Thence; Course: N 36-39-15 W Length: 190.18' Thence; Course: N 33-43-19 W Length: 176.62' Thence; Course: N 31-44-33 W Length: 284.28' Thence; Course: N 13-24-43 W Length: 336.27' to a 2 1/2" diameter aluminum capped monument, set, marked STA 546+34.54
								Thence; Course: N 30-12-26 W Length: 172.17' Thence; Course: N 34-17-52 W Length: 174.84' Thence; Course: N 17-55-55 W Length: 46.22' from which a 3/4" brass capped BLM monument, found, marking the northwest corner of Lot 2 United States Survey No. 3974, Corner 2 bears N 72-00-05 E 84.56' Thence; Course: N 17-59-55 W Length: 222.94' Thence; Course: N 11-01-19 W Length: 207.01' Thence; Course: N 16-34-13 W Length: 52.53' from which a 3/4" brass capped BLM monument, found, marking the northwest corner of Lot 1 United States Survey No. 3974, Corner 3 bears N 72-25-47 E 101.51' Thence; Course: N 16-34-13 W Length: 645.58' Thence; Course: N 17-21-59 W Length: 1028.86' to the intersection of this certificate description and the south boundary of United States Survey No. 4520 Amended, from which a 3/4" brass capped BLM monument, found, the WCMC on the south boundary of United States Survey No. 4520 Amended, Corner 1 bears N 66-34-47 E 300.47' Thence; Course: N 39-26-08 W Length: 80.53' Thence; Course: N 73-26-49 W Length: 111.20' Thence; Course: N 68-59-40 W Length: 480.27' Thence; Course: N 49-18-23 W Length: 92.16' Thence; Course: N 22-22-00 W Length: 2046.37' to a 2 1/2" diameter aluminum capped monument, set, marked STA 600+34.61 Thence; Course: N 69-48-29 E Length: 67.47' Thence; Course: N 19-26-00 W Length: 144.55' Thence; Course: N 66-30-25 E Length: 166.12' Thence; Course: N 23-29-35 W Length: 30.00' to the intersection of this certificate description and the north boundary of United States Survey No. 4520 Amended marked by a 2 1/2" diameter aluminum capped monument, set, marked STA 803+50.34, the end of this certificate description from which a 3/4" diameter brass capped BLM monument, found, the WCMC on the north boundary of United States Survey No. 4520 Amended, Corner 6 bears N 66-30-25 E 530.36, the sidelines of the above described strip of land shall be extended and shortened to terminate at the north boundary of said United States Survey No. 4520 Amended. The above described strip easement contains 52,082 acres more or less.
								The basis of bearings for this description is GPS derived and all bearings and distances shown hereon are grid (AK State Plane Zone 4 NAD 27).

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EXHIBIT E
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Exhibit A-3 Other ROWs
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FOC NUMBER	GRANTOR	GRANTEE	DATE	Right-of-ways and Easements			RECORDING REFERENCE	DISTRICT	LEGAL DESCRIPTION
				BOOK	PAGE	RECORDING			
00571-990004	SALAMATOF NATIVE ASSOCIATION INC	FOREST OIL CORPORATION	8/12/2002				2003 042309-0	ANCHORAGE	T8N R14W Sec 8: A DEPLETED GRAVEL PIT WHICH IS PART OF THE SURFACE ESTATE OF SALAMATOF WITHIN THAT CERTAIN FIVE ACRE UNSURVEYED PARCEL OF REAL PROPERTY LOCATED IN THE NW¼, HEREIN REFERRED TO AS THE LEASED PREMISES. FOREST USES THIS LAND TO STORE EQUIPMENT AND THE COST IS SPLIT BETWEEN WEST MCARTHUR RIVER AND REDOUBT UNIT.
00573-990003	LORENCE B SNODGRASS ET UX	STEWART PETROLEUM COMPANY	11/6/1992	234	115			ANCHORAGE	T8N R14W Sec 5: PROTRACTED Sec 8: PROTRACTED PIPELINE ROW CONSISTING OF A STRIP OF LAND 30' WIDE AND 80' IN AVERAGE LENGTH RUNNING IN A NORTH-SOUTH DIRECTION AND CROSSING THE WESTERLY CORNER OF LOT 1 OF U.S. SURVEY NO 3874 IN PROTRACTED SECTIONS 5 & 8, 8N - 14W, SEWARD MERIDIAN, AS FURTHER DESCRIBED IN LEASE.
00573-990007	SALAMATOF NATIVE ASSOCIATION	MARATHON OIL COMPANY	11/2000					ANCHORAGE	T8N R14W Sec 6: A PARCEL OF LAND LYING WITHIN THE SE¼ AS MORE FULLY DESCRIBED IN LEASE, UPON WHICH AN AIRSTRIP IS CONSTRUCTED AND USED FOR REMOTE OIL PRODUCTION FACILITY 8N-14W-SEC. 6: PARCEL IN SE¼ (AIRSTRIP)
00573-990008	LORENCE SNODGRASS AND NINA SNODGRASS	MARATHON OIL COMPANY	5/23/1978	803	369			ANCHORAGE	T8N R14W Sec 8: Sec 3: RIGHT-OF-WAY COMPRISING A STRIP OF LAND 30 FEET WIDE AND APPROXIMATELY 145 FEET IN LENGTH, RUNNING IN A NORTH-SOUTH DIRECTION AND CROSSING THE WESTERLY CORNER OF LOT 1, MORE FULLY DESCRIBED IN LEASE

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EXHIBIT E
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Exhibit A-3 Other ROWs

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Exhibit A-3 Other ROW's
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FOC NUMBER	GRANTOR	GRANTEE	DATE	Right-of-ways and Easements			RECORDING	LEGAL DESCRIPTION
				BOOK	PAGE	REFERENCE		
00573-990012	UNION OIL COMPANY OF CALIFORNIA	FOREST OIL COMPANY	9/29/2005			2005 074585-0	ANCHORAGE DISTRICT	Seward Meridian T8N R14W Sec 5: A STRIP OF LAND 30 FT. IN WIDTH WITHIN SECTION 5 AND SECTION 6, WITHIN ADL NO. 32298 FILED AS PLAT NO. 67-9 ANCHORAGE RECORDING DISTRICT AND ADL 37596 AMENDED FILED AS PLAT NO. 74-3 KENAI RECORDING DISTRICT, THE KENAI PENINSULA BOROUGH AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT ADL 32298 W.C.M.C. 4 IDENTICAL TO U.S. SURVEY NO. 4520 AMENDED C&L1 W.C.M.C. MARKED A BRASS CAPPED SURVEY MONUMENT FOUND; THENCE S 66°30'25" W 662.57 FT. ALONG THE COMMON PROPERTY LINE WITH ADL 32298 AND LOT 1 U.S. SURVEY NO. 4520 AMENDED (ALL BEARING AND DISTANCES WITHIN THIS DESCRIPTION REFER TO A.S.P. ZONE 4 NAD27 GRID), THENCE N 23°29'35" W 15 FT. ALONG A LINE PERPENDICULAR TO SAID PROPERTY LINE TO THE CENTERLINE OF THE FOC 6" DIAMETER PIPELINE EASEMENT BEING THE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE S 66°30'25" W 289.25 FT. ALONG THE CENTERLINE OF THE 30" FOC 6" DIAMETER PIPELINE EASEMENT BEING PARALLEL AND OFFSET 15 FT. NORTHERLY OF SAID PROPERTY LINE TO PROPOSED PIPELINE STA. 3+08.47; THENCE N 20°27'05" W 370.87 FT. ALONG CENTERLINE OF THE 30" FOC 6" DIAMETER PIPELINE EASEMENT TO PROPOSED PIPELINE STA. 6+78.13; THENCE N 65°21'05" W 84.27 FT. ALONG CENTERLINE OF THE 30" FOC 6" DIAMETER PIPELINE EASEMENT TO PROPOSED PIPELINE CENTERLINE TO STA. 7+63.40; THENCE N 63°14'42" W 102.27 FT. ALONG CENTERLINE OF THE 30" FOC 6" DIAMETER PIPELINE EASEMENT TO PROPOSED PIPELINE CENTERLINE TO STA. 8+65.67; THENCE N 61°47'47" W 35.17 FT. ALONG CENTERLINE OF THE 30" FOC 6" DIAMETER PIPELINE EASEMENT TO PROPOSED PIPELINE CENTERLINE TO STA. 9+00.84; THENCE N 23°19'07" W 47.83 FT. ALONG CENTERLINE OF THE 30" FOC 6" DIAMETER PIPELINE EASEMENT TO PROPOSED PIPELINE CENTERLINE TO STA. 9+48.68. THE CIGGS TIE IN POINT, BEING THE POINT OF TERMINATION OF THIS DESCRIPTION WITHIN NE1/4 (FRACTIONAL) OF SAID SECTION 6 AND ADL 37596 AMENDED THUS EMBRACING 27,894 SQUARE FEET OR 0.64 ACRES MORE OR LESS Sec 6:

FOC 000517

EXHIBIT E
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Exhibit A-3 Other ROW's
Attached to and made a part of that certain Assignment and Bill of Sale dated Effactive November 1, 2008 by and between Forest Alaska Holding LLC, as Assignor, and Forest Alaska Operating LLC, as Assignee

Right-of-ways and Easements				RECORDING				LEGAL DESCRIPTION	
FOC NUMBER	GRANTOR	GRANTEE	DATE	BOOK	PAGE	REFERENCE	DISTRICT	T8N	R14W
00575-990001	COOK INLET REGION INC	STEWART PETROLEUM COMPANY	11/1990	2019	708		ANCHORAGE		Sec 28: COMMENCING AT A POINT IN THE SW CORNER OF THE AIRSTRIP LOCALLY KNOWN AS THE PAN AMERICAN PETROLEUM AIRSTRIP (ABANDONED), SAID CORNER BEING THE TRUE POINT OF BEG., TH N 48 DEG 30' W, APPROXIMATELY 1,800'; TH N 52 DEG 45' E, APPROXIMATELY 1,300' TO THE MEAN HIGH WATER LINE OF THE COOK INLET; TH IN A SELLY DIRECTION ALONG THE MEAN HIGH WATER LINE OF COOK INLET, APPROXIMATELY 3,750'; TH N 48 DEG 30' W, APPROXIMATELY 1,580' TO THE TRUE POINT OF BEG., ALL LOCATED WITHIN THE ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA. THE SUBSURFACE ESTATE TO A DEPTH OF 2,000 FEET FROM THE EXISTING SURFACE CONTOUR IN THE ABOVE DESC. PROPERTY SEWARD MERIDIAN ALASKA THIS IS AN EASEMENT FEE
00575-990002	SALAMAT OF NATIVE ASSOC INC	STEWART PETROLEUM COMPANY	11/1990	2019	706		ANCHORAGE		Sec 5: (FRACTIONAL), EXCLUDING TRACT A OF US SURVEY 383 US SURVEY 3974, LOTS 1 & 2, US SURVEY 4586 AND THOSE LANDS DESCRIBED IN ALASKA STATE PATENT NO. 700 TO THE KENAI PENINSULA BOROUGH DATED 1-12-88. Sec 8: (FRACTIONAL), E2, NW1/4, NE1/4SW1/4, EXCLUDING US SURVEY 3874, LOTS 1, 2 Sec 9: (FRACTIONAL) Sec 16: (FRACTIONAL), NW1/4, N1/2SW1/4; Sec 17: N1/2NE1/4, SE1/4NE1/4 SEWARD MERIDIAN ALASKA SURFACE LEASE EASEMENT CONTAINING APPROXIMATELY 700 ACRES
00575-990005	BUREAU OF INDIAN AFFAIRS ON BEHALF OF JOSEPH C. MOSQUITO	UNOCAL	8/11/1986	1487	675		ANCHORAGE		A 60 FOOT WIDE ROW, LOT 1 OF THE LAND EMBRACED IN AMENDED U.S. SURVEY 4520, ALASKA, SITUATED ON THE WESTERLY SHORE OF COOK INLET APPROXIMATELY 7 MILES NORTHWESTERLY OF WEST FORELAND.
00575-990006	COOK INLET REGION INC	STEWART PETROLEUM COMPANY	3/31/1995			2003 042309-0	ANCHORAGE		SUBSURFACE EASEMENT, 20' IN WIDTH, TO A DEPTH OF 25' BELOW THE NATURAL SURFACE CONTOUR, BENEATH REAL ESTATE LOCATED IN THE KENAI PENINSULA BOROUGH, STATE OF ALASKA, 3RD JUDICIAL DISTRICT, ANCHORAGE RECORDING DISTRICT. THE EASEMENT IS MORE PARTICULARLY DESCRIBED IN EXHIBIT A, ATTACHED TO AND MADE PART OF THE EASEMENT.

Exhibit A-3 Other ROW's
 Attached to and made a part of that certain Assignment and Bill of Sale dated Effective November 1, 2006 by and
 between Forest Alaska Holding LLC, as Assignor, and Forest Alaska Operating LLC, as Assignee

FOC NUMBER	GRANTOR	GRANTEE	DATE	Right-of-ways and Easements			LEGAL DESCRIPTION
				BOOK	PAGE	RECORDING REFERENCE	
00575-980010	RONALD T DOLCHOK AND SHERIAN E MARVIN REPRESENTED BY THE BUREAU OF INDIAN AFFAIRS	FOREST OIL CORPORATION	9/4/2002			200205356300 ANCHORAGE T8N R14W	Sec 21: COMMENCING AT A BLM BRASS CAPPED MONUMENT, CORNER 4, THE SOUTHWEST CORNER OF SAID UNITED STATES SURVEY 11885, DATED 1996; THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE ALONG THE WEST BOUNDARY OF SAID UNITED STATES SURVEY COURSE: N 00 DEGREES 00'00"E, A DISTANCE OF 110.54 FEET; THENCE COURSE: S 65 DEGREES 00'14"E, A DISTANCE OF 261.59 FEET TO THE SOUTH BOUNDARY OF SAID UNITED STATES SURVEY 11885; THENCE ALONG SAID SOUTH BOUNDARY COURSE: N 90 DEGREES 00'00"W, A DISTANCE OF 237.09 FEET TO THE POINT OF BEGINNING THUS EMBRACING AN AREA CONTAINING 0.30 ACRES (13,104 SQ. FT.), MORE OR LESS. AN EASEMENT FOR RIGHT-OF-WAY FOR THE USE, INSTALLATION, CONSTRUCTION AND MAINTENANCE OF AN EXISTING ROADWAY AND A 6" GAS PIPELINE, AND AN 8" OIL PIPELINE, AND RELATED PIPELINE POWER CABLES AND PIPELINE TELECOMMUNICATION CABLES OVER AND ACROSS THOSE CERTAIN LANDS DESCRIBED AS FOLLOWS: A 13,104 SQ. FT. AREA LOCATED IN THE SW CORNER OF U.S. SURVEY 11885, WITHIN PROTRACTED SECTION 21, T8N, R14W, SEWARD MERIDIAN, DEPICTED ON THE SURVEY DATED AUGUST 26, 2002, ATTACHED TO LEASE AS EXHIBIT A, AND MORE SPECIFICALLY DESCRIBED ABOVE

FOC 000519

 EXHIBIT E
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Exhibit A-3 Other ROW's
Attached to and made a part of that certain Assignment and Bill of Sale dated Effective November 1, 2006 by and
between Forest Alaska Holding LLC, as Assignor, and Forest Alaska Operating LLC, as Assignee

Right-of-ways and Easements				RECORDING				LEGAL DESCRIPTION	
FOC NUMBER	GRANTOR	GRANTEE	DATE	BOOK	PAGE	REFERENCE	DISTRICT	ANCHORAGE	
00575-990011	BARBARA M STEVENS A 47826 BY THE BUREAU OF INDIAN AFFAIRS	FOREST OIL CORPORATION	11/13/2002	2003	021223-0				Seward Meridian T8N R14W Sec 5: COMMENCING AT CORNER 6, A WCMC, LOT 1, U.S. SURVEY 4520, ALASKA; THENCE S68 DEGREES 28'08"W, 476.11 FT. ALONG THE NORTH BOUNDARY OF LOT 1, U.S. SURVEY 4520, TO CORNER 1, THE POIN OF BEGINNING (P.O.B.); THENCE S22 DEGREES 12'30"E, 48.35 FT. TO CORNER 2; THENCE S68 DEGREES 28'07"W, 191.26 FT. TO CORNER 3; THENCE S22 DEGREES 12'30"E, 131.83 FT. TO CORNER 4; THENCE S68 DEGREES 28'07"W, 15 FT. TO CORNER 5; THENCE S22 DEGREES 12'30"E, 2021.32 DFT. TO CORNER 6; THENCE S48 DEGREES 20'40"E, 44.71 FT. TO CORNER 7; THENCE S89 DEGREES 13'50"E, 437.86 FT. TO CORNER 8; THENCE S73 DEGREES 28'07"E, 150.41 FT. TO CORNER 9; THENCE S38 DEGREES 28'25"E, 127.17 FT. TO THE SOUTH BOUNDARY OF LOT 1, U.S. SURVEY 4520 TO CORNER 10; THENCE ALONG SAID BOUNDARY S68 DEGREES 32'25"W, 98.84 FT. TO CORNER 11; THENCE N39 DEGREES 28'25"W, 70.85 FT. TO CORNER 12; THENCE N73 DEGREES 29'07"W, 108.22 FT. TO CORNER 13; THENCE N89 DEGREES 13'50"W, 459.30 FT. TO CORNER 14; THENCE N49 DEGREES 20'40"W, 102.11 FT. TO CORNER 15; THENCE N22 DEGREES 12'30"W, 2,272.24 FT. TO CORNER 16; THENCE N 66 DEGREES 28'07"E, 301.29 FT. TO CORNER 1, THE P.O.B., CONTAINING 6.73 ACRES MORE OR LESS. SEE EXHIBIT B, WHICH IS ATTACHED AND MADE A PART OF THE R-O-W. EASEMENT FOR R-O-W FOR SPECIFIC USE, OPERATION AND MAINTENANCE OF AN EXISTING ROADWAY BETWEEN THE WEST MCARTHUR RIVER UNIT FACILITY AND THE TRADING BAY PRODUCTION FACILITY; TWO 8" OIL PIPELINES; TWO 6" NATURAL GAS PIPELINES; ONE COMMUNICATIONS CABLE AND THE MOSQUITO STATION TANK FARM, AS DEFINED IN EXHIBIT A, WHICH IS ATTACHED AND MADE A PART OF THE LEASE, ACROSS THE ABOVE DESCRIBED LAND.
00584-990001	JOHN ROBERT HANSEN AND VIOLA HANSEN	PHILLIPS ALASKA, INC.	5/16/2001	309	885		HOMER		T4S R15W Sec 1: W2/SW4 Sec 2: NE4/SE1/4, LOT 4
00584-990002	COLASKA INC FIKJA SECON INC	PHILLIPS ALASKA, INC.	7/12/2001	318	322		HOMER		T4S - R15W, S.M. SEC. 2: SESE SEC. 11: NENE SEC. 12: NNW CONTAINING 120.00 ACRES, ML

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Exhibit A-3 Other ROW's
 Attached to and made a part of that certain Assignment and Bill of Sale dated Effective November 1, 2006 by and
 between Forest Alaska Holding LLC, as Assignor, and Forest Alaska Operating LLC, as Assignee

FOC NUMBER	GRANTOR	GRANTEE	DATE	Right-of-ways and Easements			RECORDING	REFERENCE	DISTRICT	LEGAL DESCRIPTION
				BOOK	PAGE	RECORDING				
00603-990001	SALAMATOF NATIVE ASSOCIATION	FORCENERGY INC	8/27/1999				ANCHORAGE	T7N R14W		Sec 3: RIGHT & PRIVILEGE OVER THESE LANDS Sec 4: RIGHT & PRIVILEGE OVER THESE LANDS Sec 5: RIGHT & PRIVILEGE OVER THESE LANDS Sec 10: RIGHT & PRIVILEGE OVER THESE LANDS T8N R14W Sec 16: RIGHT & PRIVILEGE OVER THESE LANDS Sec 21: RIGHT & PRIVILEGE OVER THESE LANDS Sec 22: RIGHT & PRIVILEGE OVER THESE LANDS Sec 33: RIGHT & PRIVILEGE OVER THESE LANDS Sec 34: RIGHT & PRIVILEGE OVER THESE LANDS RIGHT & PRIVILEGE OF ACCESS OVER & ACROSS LANDS OWNED BY SALAMATOF NATIVE ASSOCIATION TO FORCE FACILITIES & LEASES AND TO SURVEY, CLEAR, EXCAVATE FOR, CONSTRUCT, OPERATE, MAINTAIN, PROTECT A 50 FT WIDE TRANSPORTATION CORRIDOR, COMPRISING APPROX. 80 ACS SEWARD MERIDIAN KENAI PENINSULA BOROUGH

Exhibit A-4 Other Land

Attached to and made a part of that certain Assignment and Bill of Sale dated Effective November 1, 2006 by and between Forest Alaska Holding LLC, as Assignor, and Forest Alaska Operating LLC, as Assignee

FOREST LEASE NO.	LESSOR or GRANTOR	LESSEE or GRANTEE	LEASE DATE	RECORDING DISTRICT	PROSPECT NAME	RECORDING BOOK	PAGE
00584-990001	JOHN ROBERT HANSEN AND VIOLA HANSEN	PHILLIPS ALASKA, INC.	5/16/2001	ANCHORAGE	COSMOPOLITAN (Cape Startchikov)	309	885
00584-990002	COLASKA, INC. FIK/ SECON, INC	PHILLIPS ALASKA, INC.	7/1/2001	ANCHORAGE	COSMOPOLITAN (Cape Startchikov)	318	322
00573-990012	UNION OIL COMPANY OF CALIFORNIA	FOREST OIL COMPANY	9/29/2005	ANCHORAGE	TRADING BAY		
00573-SD0001	STATE OF ALASKA ADL 37596 FEE	FORCENERGY INC	12/30/1996	ANCHORAGE	TRADING BAY	3015	107
00573-SD0002	MARATHON OIL COMPANY	FORCENERGY INC	12/30/1996	ANCHORAGE	TRADING BAY	3015	109
00573-SD0003	KUSTATAN WASTE DISPOSAL	MARATHON OIL COMPANY	10/1/1996	ANCHORAGE	TRADING BAY	3066	361
00571-SD0001	FRED H ELVSAAS	FORCENERGY INC	4/20/2000	ANCHORAGE	REDOUBT SHOAL	975	678
00571-SD0002	FRED H ELVSAAS	FORCENERGY INC	1/28/2000	ANCHORAGE	REDOUBT SHOAL	975	662
00571-SD0003	FRED H ELVSAAS	FORCENERGY INC	11/13/1998	ANCHORAGE	REDOUBT SHOAL	3364	205

FOC 000522

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Exhibit B-1 Platforms & Wells

Attached to and made a part of that certain Assignment and Bill of Sale dated Effective November 1, 2006 by and between Forest Alaska Holding LLC, as Assignor, and Forest Alaska Operating LLC, as Assignee.

WELL SUMMARY - McARTHUR RIVER FIELD

Dolly Varden Platform

Well	Type	Status
D-1	Oil	Producing
D-2ARD	Oil	Producing
D-3RD2	Oil	Producing
D-4RD	Oil	Producing
D-5RD	Oil	Producing
D-6RD	Oil	Shut-in
D-7RD2	Oil	Shut-in
D-8RD	Oil	Producing
D-9RD	Water Inj.	Injecting
D-11	Oil	Producing
D-12RD	Oil	Producing
D-14RD	Water Inj.	Injecting
D-15RD2	Water Inj.	Injecting
D-16RD	Water Inj.	Shut-in
D-17RD	Oil	Producing
D-18	Gas	Shut-in
D-20	Oil	Shut-in
D-22	Water Inj.	Shut-in
D-24A	Water Inj.	Injecting
D-25RD	Oil	Producing
D-26RD	Oil	Producing
D-27	Oil	Shut-in
D-28	Oil	Shut-in
D-29RD	Water Inj.	Injecting
D-30RD2	Oil	Shut-in
D-31RD	Oil	Producing
D-32	Oil	Shut-in
D-34A	Water Inj.	Injecting
D-40RD	Oil	Shut-in
D-41	Water Inj.	Injecting
D-42	Oil	Shut-in
D-43RD	Oil	Producing
D-45	Water Inj.	Injecting
D-46	Oil	Producing
D-47	Oil	Producing
D-48	Oil	Producing

Grayling Platform

Well	Type	Status
G-1	Oil	Producing
G-2	Oil	Producing
G-3RD2	Oil	Shut-in
G-4RD	Oil	Producing
G-5	Water Inj.	Shut-in
G-6RD	Oil	Producing
G-7	Oil	Producing
G-8	Oil	Shut-in
G-9	Water Inj.	Shut-in
G-10	Oil	Shut-in
G-11	Water Inj.	Injecting
G-12RD3	Oil	Producing
G-13	Oil	Producing
G-14	Water Inj.	Injecting
G-15	Oil	Producing
G-16	Water Inj.	Shut-in
G-17RD	Oil	Producing
G-19	Water Inj.	Shut-in
G-20	Oil	Producing
G-21RD	Oil	Producing
G-22	Water Inj.	Injecting
G-23	Water Inj.	Injecting
G-24	Oil	Shut-in
G-25	Oil	Producing
G-27	Water Inj.	Injecting
G-26RD	Oil	Producing
G-28RD	Oil	Producing
G-29RD	Water Inj.	Injecting
G-30	Oil	Shut-in
G-31	Oil	Producing
G-32	Oil	Producing
G-33	Oil	Producing
G-34	Oil	Shut-in
G-36	Water Inj.	Shut-in
G-40	Water Inj.	Injecting

King Salmon Platform

Well	Type	Status
K-1RD2	Oil	Producing
K-2RD	Water Inj.	Injecting
K-3RD	Oil	Producing
K-4RD	Water Inj.	Injecting
K-6RD	Oil	Shut-in
K-7	Water Inj.	Shut-in
K-9	Oil	Shut-in
K-10RD	Oil	Producing
K-11	Water Inj.	Injecting
K-12RD	Oil	Producing
K-13RD2	Oil	Producing
K-15	Water Inj.	Injecting
K-18RD	Oil	Producing
K-19	Oil	Producing
K-21	Oil	Shut-in
K-22	Water Inj.	Injecting
K-23	Oil	Shut-in
K-24RD2	Water Inj.	Injecting
K-25	Oil	Producing
K-26RD	Oil	Producing
K-30	Oil	Shut-in

Steelhead Platform

Well	Type	Status
M-25	Oil	Producing
M-27	Water Inj.	Injecting
M-28	Oil	Producing
M-29	Oil	Producing
M-30	Water Inj.	Injecting
M-31	Oil	Producing
M-32RD	Oil	Producing

Exhibit B-1 Platforms & Wells

Attached to and made a part of that certain Assignment and Bill of Sale dated Effective November 1, 2006 by and between Forest Alaska Holding LLC, as Assignor, and Forest Alaska Operating LLC, as Assignee

WELL SUMMARY - TRADING BAY FIELD

Monopod Platform		
Well	Type	Status
A-1RD	Oil	Producing
A-2	Oil	Producing
A-3	Oil	Producing
A-4	Oil	Shut-in
A-6	Oil	Producing
A-7	Oil	Producing
A-8	Water Inj.	Injecting
A-9RD	Oil	Producing
A-10	Oil	Shut-in
A-11	Oil	Producing
A-13	Oil	Shut-in
A-14	Oil	Producing
A-15RD2	Oil	Producing
A-16RD	Oil	Producing
A-17RD	Oil	Producing
A-18	Oil	Shut-in
A-19	Water Inj.	Shut-in
A-20RD	Oil	Shut-in
A-21	Oil	Producing
A-22	Oil	Producing
A-23	Oil	Shut-in
A-24RD	Oil	Producing
A-25	Water Inj.	Injecting
A-27RD1	Oil	Producing
A-28RD	Oil	Producing
A-29	Water Inj.	Injecting
A-30	Oil	Shut-in
A-32	Oil	Producing

WELL SUMMARY - NORTH TRADING BAY FIELD

Spurr Platform		
Well	Type	Status
None		

Exhibit B-1 Platforms & Wells

Attached to and made a part of that certain Assignment and Bill of Sale dated Effective November 1, 2006 by and between Forest Alaska Holding LLC, as Assignor, and Forest Alaska Operating LLC, as Assignee

WELL SUMMARY - REDOUBT SHOAL FIELD

Osprey Platform

Well	Type	Status
RU-1	Oil	Producing
RU-2	Oil	Shut-in
RU-3ST	Gas	Shut-in
RU-4	Dry	P&A
RU-5	Oil	Producing
RU-6	Water Inj.	Injecting
RU-7	Oil	Producing

WELL SUMMARY - WEST McARTHUR RIVER FIELD

Well	Type	Status
1A	Oil	Shut-in
2A	Oil	Shut-in
3ST	Oil	P&A
4D	Water Disp.	Injecting
5	Oil	Producing
6	Oil	Producing
7A	Oil	Shut-in

WELL SUMMARY - WEST FORELAND

Well	Type	Status
1	Gas	Producing
2	Gas	Producing

WELL SUMMARY - THREE MILE CREEK

Well	Type	Status
1	Gas	Producing
2	Gas	Producing

WELL SUMMARY - KUSTATAN

Well	Type	Status
1	Gas	Producing

WELL SUMMARY - COSMOPOLITAN

Well	Type	Status
Starichkof State #1		Suspended
Hansen #1		P&A
Hansen #1A	Oil	Suspended

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Exhibit B-2 Rolling Equipment

Attached to and made a part of that certain Assignment and Bill of Sale dated Effective November 1, 2006 by and between Forest Alaska Holding LLC, as Assignor, and Forest Alaska Operating LLC, as Assignee

E#	item	Equipment Name	Model#	Serial#
A19	1	Motor grader	Caterpillar 14G	96U05980
A11	2	Motor grader	Caterpillar 14G	96U705
A12	3	Crawler	Caterpillar D-6	04X08385
A22	4	Crawler	Caterpillar D-7H LGP	7ME00676
A13	5	Bucket Loader	Caterpillar 966C	76J2806
A24	6	Bucket Loader	Caterpillar 966F	1SL01399
A14	7	Skid steer Loader	Bobcat 863	514414261
A26	8	Skid steer Loader	Bobcat S250	521313258
A27	31	Snow blower	Boss	N/A
A29	40	Sander	2 1/2 yd	00-06-7399
A30	42	Diesel man lift	JLG 450AJ	300046524
A31	43	Electric scissor lift	JLG 2646E2	200067236
A32	46	#1 Portable housing unit	2 bedroom + office	N/A
A33	47	#2 Portable housing unit	2 bedroom + office	N/A
A34	48	Atco portable	tools storage	N/A
A35	34	replacement Excavator	Hitachi EX150	1333489
A36	15	#1 Kawasaki Mule 4X4	KAF950A3 2510 Diesel	JK1AFDA152B508080
A37	16	#2 Kawasaki Mule 4X4	KAF950A3 2510 Diesel	JK1AFDA182B508073
A38	17	#3 Kawasaki Mule 4X4	KAF950A3 2510 Diesel	JK1AFDA112B508075
A39	18	#4 Kawasaki Mule 4X4	KAF950A3 2510 Diesel	JK1AFDA172B508081
A40	19	Honda ATV	Rubicon	47BTE260314029254
A09	20	Honda ATV	Fourtrax	47BTE2243X4004503
A10	21	Snow machine	Skidoo Scandic 1999	1430-00047
A43	29	Light plant #1	Mag005 Night buster 4000	10474
A44	30	Light plant #2	Mag007 Night buster	10476
A58	32	Frost Fighter	Totem diesel 500,000 BTU	1120046
A59	33	Frost Fighter trailer	Totem diesel 1,000,000 BTU	GJ513785
A60	35	Generator	Deutz	7878610
A61	37	Air Compressor	IR 185	4FVCABAA41U319265
A45	41	Heater	Tioga	88111246
A46	44	Spill Trailer with spill & equipment in it	Spill Response Van	53126
A47	36	Generator	Caterpillar XQ350	E46-JVN89
A48	39	Spill response boat '16	Honda Jet Lowe Boat	OMCL0928J001

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Exhibit B-2 Rolling Equipment

Attached to and made a part of that certain Assignment and Bill of Sale dated Effective November 1, 2006 by and between Forest Alaska Holding LLC, as Assignor, and Forest Alaska Operating LLC, as Assignee

E#	item	Equipment Name-	Model#	Serial#
A49	45	Equipment trailer	15 Ton	N/A
A17	9	#1 Crew cab Flatbed Truck for Sander Pull	Ford F550 2000	1FDAW57F31EB36746
A2	22	1991 Diesel SUV	Suburban 4 door Chevrolet	1NGGV266J8LF15996
A52	24	International Fuel truck 1988	S1954	1HTLDZ5N7JH584462
A53	25	International Vac Truck	4070B	103322228
A8	26	Mack Truck 1982	End Dump	DML821SX 001023
A7	27	Mack Vac Truck 1981	Vac truck	DMM6866S1353
A3	28	Gas Crew cab (Pink lady)	Ford F350 1993	2FTJW36H8PLB01629
b2503	10	#2 Crew cab Pickup	Ford F350 2002	1FTSW31F72EB31928
b2504	11	#3 Crew cab Pickup	Ford F350 2002	3FTSW31FX2MA14709
b2505	12	#4 Crew cab Pickup	Ford F350 2002	1FTSW31F02EB30720
b2506	13	#5 Crew cab Pickup	Ford F350 2002	1FTSW31F32EA97115
A18	14	Extended Cab Pickup	Ford F250 1997	1FTHX26F6VEC56000
A57	23	Welding truck	Ford F350 With Lincoln portable welder	2FTJW36MOKCB56405
A1		Fuel truck	1989 Ford F-350	2FTJW36MXKCB08278
A4		Vac Truck - 60 bbl	1999 Ford F-350	1FTSW31F6X3A68053
A5		Back-Hoe	1974 Chevrolet	CHM9341169628
A6		Crane	1974 International	25947DGA18253
A16			1975 J D	002859T
			RTT656S	39142

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Exhibit C Contracts

Attached to and made a part of that certain Assignment and Bill of Sale dated Effective November 1, 2006 by and between Forest Alaska Holding LLC, as Assignor, and Forest Alaska Operating LLC, as Assignee

Contract ID	Contract Date	Contract Type	Parties	Prospect name
00571-CO-EA-0005	12/11/1998 EA		UNOCAL & FORCENERGY INC.	REDOUBT SHOAL
00571-CO-OA-0001	9/9/1997 OA		UNOCAL & FORCENERGY INC.	REDOUBT SHOAL
00571-CO-PA-0011	8/20/2004 PA		ALASKA DEPARTMENT OF NATURAL RESOURCES	REDOUBT SHOAL
00571-CO-PS-0006	5/24/2001 PS		FORCENERGY INC., DANCO EXPLORATION & DANIEL DONKEL	REDOUBT SHOAL
00571-CO-PS-0007	7/5/2000 PS		FORCENERGY INC., DANCO EXPLORATION & DANIEL DONKEL	REDOUBT SHOAL
00571-CO-PS-0012	10/21/1998 PS		FORCENERGY & FRED ELVSAAS	REDOUBT SHOAL
00571-CO-PS-0013	10/12/1999 PS		FORCENERGY & FRED ELVSAAS	REDOUBT SHOAL
00571-CO-UA-0002	8/15/1997 UA		UNOCAL & FORCENERGY INC.	REDOUBT SHOAL
00571-CO-VA-0003	7/1/1998 SE		UNOCAL & FORCENERGY INC.	REDOUBT SHOAL
00571-CO-VA-0004	4/1/1997 SE		TRICON & FORCENERGY INC.	REDOUBT SHOAL
00571-CO-VA-0008	2/1/2001 VA		FOREST OIL CORPORATION & STATE OF ALASKA	REDOUBT SHOAL
00571-CO-VA-0010	1/1/2000 VA		COOK INLET REGION INC. & FOREST OIL CORP	REDOUBT SHOAL
00573-CO-OA-0001	6/12/1996 OA		UNOCAL & MARATHON OIL CO	TRADING BAY
00573-CO-OA-0006	2/27/1967 OA		UNOCAL MARATHON OIL CO., ARCO, ETAL	TRADING BAY
00573-CO-UA-0002	2/6/1967 UA		UNOCAL & MARATHON	TRADING BAY
00573-CO-UA-0007	6/25/2003 UA		UNOCAL & FOREST OIL CORPORATION	TRADING BAY
00573-CO-VA-0003	12/30/1996 VA		MARATHON AND FORCENERGY	TRADING BAY
00573-CO-VA-0004	4/15/1998 SE		UNOCAL & FORCENERGY INC.	TRADING BAY
00573-CO-VA-0008	1/25/2002 VA		UNOCAL & FOREST OIL CORPORATION	TRADING BAY
00573-CO-VA-0009	4/1/1997 PS		TRADING BAY ENERGY CORP	TRADING BAY
00573-CO-VA-0010	10/31/1996 VA		TRADING BAY ENERGY CORP & AURORA GAS INC	TRADING BAY
00574-CO-VA-0001	12/7/2000 VA		FORCENERGY INC. & FOREST OIL CORPORATION	MCARTHUR RIVER
00575-CO-VA-0001	1/1/1997 VA		FORCENERGY (SUCCESSOR) & STEWART PETROLEUM COMPANY	WEST MCARTHUR RIVER
00575-CO-VA-0002	1/19/1999 VA		FORCENERGY INC & STATE OF ALASKA	WEST MCARTHUR RIVER
00575-CO-VA-0003	1/1/1997 VA		FORCENERGY (SUCCESSOR) & STEWART PETROLEUM COMPANY	WEST MCARTHUR RIVER
00575-CO-VA-0004	1/1/1997 VA		FORCENERGY (SUCCESSOR) & STEWART PETROLEUM COMPANY	WEST MCARTHUR RIVER
00575-CO-VA-0005	6/1/1997 VA		FORCENERGY (SUCCESSOR) & STEWART PETROLEUM COMPANY	WEST MCARTHUR RIVER
00575-CO-VA-0006	1/1/1997 VA		FORCENERGY (SUCCESSOR) & STEWART PETROLEUM COMPANY	WEST MCARTHUR RIVER
00580-CO-VA-0001	2/29/1988 VA		FOREST OIL CORPORATION & UNION OIL COMPANY	ASTOSCH
00584-CO-FO-0006	11/23/1966 FO		MIDCOAST ENERGY RESOURCES & STEWART PETROLEUM COMPANY	COSMOPOLITAN (CAPE STARICHKOV)
00584-CO-FO-0012	2/1/2003 FO		DEVON PRODUCTION COMPANY & FOREST OIL CORPORATION	COSMOPOLITAN (CAPE STARICHKOV)
00584-CO-LA-0004	8/22/1997 LA		ANADARKO PETROLEUM & FORCENERGY INC.	COSMOPOLITAN (CAPE STARICHKOV)
00584-CO-OA-0001	1/1/2001 OA		PHILLIPS ALASKA INC. & FOREST OIL CORPORATION	COSMOPOLITAN (CAPE STARICHKOV)
00584-CO-UA-0003	1/1/2001 UA		PHILLIPS ALASKA INC. & FOREST OIL CORPORATION	COSMOPOLITAN (CAPE STARICHKOV)
00584-CO-UA-0005	8/10/2001 UA		PHILLIPS ALASKA INC. & FOREST OIL CORPORATION	COSMOPOLITAN (CAPE STARICHKOV)
00584-CO-UA-0007	1/1/2001 UA		PHILLIPS ALASKA INC., FOREST OIL CORPORATION & DEVON ENERGY PRODUCTION COMPANY	COSMOPOLITAN (CAPE STARICHKOV)
00584-CO-VA-0002	5/10/2001 SE		PHILLIPS ALASKA INC. & FOREST OIL CORPORATION	COSMOPOLITAN (CAPE STARICHKOV)
00584-CO-VA-0008	1/1/2002 VA		PHILLIPS ALASKA INC., FOREST OIL CORPORATION & DEVON ENERGY PRODUCTION COMPANY	COSMOPOLITAN (CAPE STARICHKOV)
00584-CO-VA-0009	VA		PHILLIPS ALASKA INC., FOREST OIL CORPORATION & DEVON ENERGY PRODUCTION COMPANY	COSMOPOLITAN (CAPE STARICHKOV)

Exhibit C Contracts

Attached to and made a part of that certain Assignment and Bill of Sale dated Effective November 1, 2006 by and between Forest Alaska Holding LLC, as Assignor, and Forest Alaska Operating LLC, as Assignee

Contract ID	Contract Date	Contract Type	Parties	Prospect name
00584-CO-VA-0011	10/1/2001 VA		PHILLIPS ALAKSA INC., FOREST OIL CORPORATION & DEVON ENERGY PRODUCTION COMPANY	COSMOPOLITAN (CAPE STARICHKOV)
00586-CO-OA-0001	12/10/1997 OA		UNOCAL & FORCENERGY INC.	OLSEN CREEK
00586-CO-VA-0002	10/16/1997 VA		FORCENERGY INC. & ALASKA OILFIELD CONTRACTORS	OLSEN CREEK
00591-CO-OA-0001	8/1/1991 UA		UNOCAL & FORCENERGY INC.	KUSTATAN
00591-CO-VA-0002	8/16/1991 VA		MARATHON OIL COMPANY & UNOCAL	KUSTATAN
00591-CO-VA-0003	8/16/1991 VA		MARATHON OIL COMPANY & UNOCAL	KUSTATAN
00591-CO-VA-0004	9/10/1992 VA		MARATHON OIL COMPANY & UNOCAL	KUSTATAN
00603-CO-PS-0001	9/1/1998 PS		PHILLIPS PETROLEUM AND FORCENERGY	WEST FORELAND
00603-CO-VA-0002	4/1/2001 VA		CIRI, BLM, STATE OF ALASKA AND FOREST OIL CORP	WEST FORELAND
00603-CO-VA-0003	1/1/1990 VA		SALAMATOF NATIVE ASSN, CIRI, & STEWART PETROLEUM	WEST FORELAND
00603-CO-VA-0004	8/27/1999 VA		SALAMATOF NATIVE ASSOCIATION	WEST FORELAND
	12/31/1998 PS		UNION OIL COMPANY OF CALIFORNIA & FORCENERGY, INC.	SPURR PLATFORM

FOC 000529

EXHIBIT

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